



RFP RESPONSE TO SOLICITATION # 19-19

for

Region 4 Education Service Center for
Educational Software Solutions and Services



Submitted by

Agile Mind, Inc.

November 19, 2019

TABLE OF CONTENTS

Tab 1	Draft Contract Acceptance (Response to Appendix A)	3
Tab 2	Product and Pricing (Response to section IV)	11
Tab 3	Performance, Capability, Omnia Documents	24
	Response and redline	27
	90-day Implementation Plan	47
	D&B	50
	Appendix D Exhibit B Administration Agreement Example	78
	Appendix D Exhibit F Federal Funds Certification	85
	Appendix G Doc 1 Ownership Disclosure	90
	Appendix G Doc 2 Non-Collusion Affidavit	91
	Appendix G Doc 3 Affirmative Action Affidavit	92
	Appendix G Doc 4 Political Contribution Disclosure	93
	Appendix G Doc 5 Stockholder Disclosure	97
	Appendix G Doc 6 Sate of NJ Disclosure	98
	Appendix G Doc 7 NJ Business Registration	99
Tab 4	Qualification and Experience, References	100
Tab 5	Value Add	121
	Approach to Problem Solving & Practice	122
	Core Mathematics Research Brief	126
	Intensified Algebra I Research Brief	132
	Academic Youth Development Research Brief	137
Tab 6	Additional Required Documents, Signed Addenda	141

TAB 1: Responding to Appendix A. The signed draft contract and terms and condition Acceptance Form follow this page.

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2020 by and between Agile Mind Educational Holdings, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Educational Software Solutions and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals ("RFP") Number 19-19 for Educational Software Solutions and Services, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, 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 are incorporated into the 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 Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) 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:
 - i. This Contract

- ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) 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.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) 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 change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract 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 or material 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 or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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 immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor 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 Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) 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 Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) 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.

- e) 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.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor 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 if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. 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 Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, 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 manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor'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 provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing 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 that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor'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.
- 18) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor 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.

- 19) 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. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. 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.
- 20) 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.
- 21) 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.
- 22) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 23) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.
- 24) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees 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. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.
- 25) Safety measures. Contractor 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. Contractor 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.
- 26) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 27) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, 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 Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 28) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 29) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 30) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 31) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 32) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name - Agile Mind Educational Holdings, Inc.
Address - 1705 W. Northwest Highway, Suite 160
City/State/Zip - Grapevine, TX 76051
Telephone No. - 817-329-2015
Email Address - gmcfarland@agilemind.com
Printed Name - Gregg McFarland
Title - President, Agile Initiatives

Authorized signature



Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B
TERMS & CONDITIONS ACCEPTANCE
FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft

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

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

TAB 2: RFP Section Reference

a) Products/Pricing

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.
- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
- iii. Is pricing available for all products and services?
- iv. Provide pricing for warranties on all products and services.
- v. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- vi. Describe how customers verify they are receiving Contract pricing.
- vii. Describe payment methods offered.
- viii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
- ix. Describe how future product introductions will be priced and align with Contract pricing proposed.
- x. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Tab 2 - Products and Pricing (responding to section IV. Evaluation process and Criteria)

Scope of Products and Services (responding to section IV. 2. (a) Products and Pricing)

Agile Mind is submitting Instructional Software and Test preparation software products. All instructional materials are aligned with applicable state standards.

Pricing

Pricing table is on the following page; tab 2 also includes descriptions of all products. The price table provides list price and net discounted price to Region 4. All prices include freight.

Pricing is included for all Agile Mind products and services. All products as priced include the warranty defined in the Agile Mind License agreement (refer to Tab 6, additional agreements).

The end customer will be able to verify the pricing they receive from Agile Mind by matching the prices to the pricing table included in this tab.

Pricing changes may occur at the beginning of year 3 of this agreement, price adjustments will be based on increases in the CPI index.

Future products will be priced in conformance with Agile Mind pricing policy and added to an updated pricing table with specified Region 4 discounted pricing.

Payment methods

Agile Mind accepts payment by check, wire transfer or for an additional fee payment by credit card.

Customer Support

Agile Mind provides toll free sales and technical support 5 days per week, 7AM to 6PM central time.

All products include initial professional development and training for teachers and administrators, access to a portfolio of professional support resources online, and on training demand videos at no additional cost.

Price List - Instructional Materials and Resources		List price with Region 4 discounted price. All prices are net and include freight. Refer to product descriptions that follow in this tab					
Math & Science Course Programs	One-year student seat license price	Agile Mind List Price	Region 4 Discounted Price	Region 4 Volume Pricing			
				Per Student up to 2,500	Per Student 2,501 - 5,000	Per Student 5,001 - 7,500	Per Student 7,501 - 10,000
Middle School Math 6, 7, 8 & Algebra 1, Integrated Math 1		\$20	\$19	\$18	\$17	\$16	\$15
Geometry, Integrated Math 2		\$23	\$22	\$21	\$20	\$19	\$17
Algebra II, Integrated Math 3		\$26	\$25	\$23	\$22	\$21	\$20
Precalculus, Calculus, Statistics		\$40	\$38	\$36	\$34	\$32	\$30
Intensified Algebra 1 or Intensified Math 1		\$114	\$108	\$103	\$97	\$92	\$87
Biology		\$24	\$23	\$22	\$21	\$19	\$18
Agile Assessment - add on with course programs		\$10	\$10	\$10	\$9	\$9	\$8
Agile Assessment Stand Alone		\$12	\$11	\$11	\$11	\$10	\$9
Course Program license notes:							
All courses include initial professional development for each teacher provided at two day regional summer institutes							
All Courses include printed Teacher Guides							
Intensified Algebra 1/ Intensified Math1 includes a two volume printed consumable Student Activity Book							
Academic Youth Development - one- year district license		Agile Mind List Price	Region 4 Price				
Up to - 150 student, 10 teachers		\$9,500	\$9,000				
Additional students		\$36	\$34				
Additional teachers		\$375	\$356				
Agile Accelerator - Supplemental Mathematics and Science Middle School or High School Accelerator One- year student seat license price		Agile Mind List Price	Region 4 Price	Price Additional Students			
Up to 200 Students		\$5,800	\$5,510	\$27.55/student			
201 to 300 students		\$7,800	\$7,410	\$24.70/student			
301 to 500 students		\$9,500	\$9,025	\$18.05/student			
501 to 700		\$11,900	\$11,305	\$16.15/student			
Optional Print Materials - printed consumable books		Agile Mind List Price	Region 4 Price				
Middle School Math 6 Student Activity Sheets book		\$ 16.95	\$ 16.10				
Middle School Math 7 Student Activity Sheets		\$ 16.95	\$ 16.10				
Middle School Math 8 Student Activity Sheets		\$ 16.95	\$ 16.10				
Algebra I Student Activity Sheets		\$ 18.95	\$ 18.00				
Geometry Student Activity Sheets		\$ 18.95	\$ 18.00				
Algebra II Student Activity Sheets		\$ 18.95	\$ 18.00				
Additional Intensified Algebra Books		\$ 25.00	\$ 23.75				
Professional Development/training - face-to-face onsite							
All courses include initial professional development for each teacher provided at two day regional summer institutes - No Additional Cost							
Advisor Service	-onsite face-to-face		\$3,000	per full day. Includes costs for travel and meals			
	-virtual		\$750				
Educator Academic Youth Development							
	Up to 25 participants		\$12,500	Includes costs for travel and meals			
	Additional participants		\$500				
Multi-year license pricing (single payment)		Reduction to one year license price					
	2 years	5%					
	3 years	10%					
	4 years	15%					
	5 years or more	20%					

Course Program Descriptions Program Descriptions

AGILE MIND CORE MATHEMATICS FOR 6 – 8

The Middle School mathematics courses offer a transition from elementary mathematics toward increasingly abstract mathematics that demand higher levels of thinking. Using graphing technology, manipulatives, and other mathematical tools, students develop conceptual mathematical understanding as they tackle and solve interesting problems. Students begin by graphically representing univariate data sets and describing them with numbers. They also learn to use ratios to describe direct proportional relationships and apply proportional reasoning to solve problems involving number, geometry, measurement, and probability. Students build on their understanding of numbers as they explore addition, subtraction, multiplication, and division of decimals, fractions, and integers, and apply these operations to solve problems. While investigating patterns, students develop algebraic reasoning and begin to explore how a change in one quantity causes a change in another quantity. Students explore geometry by learning about shapes and similarity and investigating the concepts of area and volume.

Mathematics 6

Mathematics 6 begins by building on students' understanding of multiplication, division, and equivalent fractions as a basis for understanding ratio and proportional reasoning. The multiplicative reasoning required for working with proportional relationships cuts across most Grade 6 mathematical content domains and is therefore a crucial starting point for the course. Work with positive rational numbers continues as students build fluency with standard algorithms for fraction and multi-digit decimal operations. Students then extend their understanding of numbers to include negative rational numbers, absolute value as a distance, and all four quadrants of the coordinate plane. Their more formal work with statistics begins in this course as they build understanding of data representations and statistical variation. Formal work with expressions and equations also begins, as students use variables to represent relationships and solve problems. Finally, students extend their understanding of length, area, and volume as they solve problems by applying the formulas for area of triangles, area of parallelograms, and volume of rectangular prisms.

Mathematics 7

Mathematics 7 builds on this grade 6 work begins by extending students' understanding of ratio to a more formal understanding of rate and its application with percents. The course efficiently reviews key number and operations concepts that students have already studied while at the same time moving students forward into the new ideas described in the Grade 7 standards. Students extend their understanding of operations with rational numbers to include negative rational numbers. Students then continue the work they started in sixth grade in writing expressions and equations, laying the groundwork for their Grade 8 work with functions. They also build on the Grade 6 work with proportional reasoning as they learn to scale 2-dimensional figures and to apply proportional reasoning to probability and statistical situations. Students gain fluency with area, surface area, and volume of 2- and 3-dimensional shapes composed of polygons, including right prisms and pyramids. They use the formulas for area and circumference of a circle to solve problems and understand the relationships among the components of a circle. The course then turns to more formal methods for writing and solving multi-

step equations and inequalities. The final unit of study lays the groundwork for high school Geometry as students investigate informal proofs of key geometric relationships among triangles.

Mathematics 8

In the years prior to 8th grade, students have already begun their study of algebraic concepts. They have written and interpreted expressions, solved equations and inequalities, explored quantitative relationships between dependent and independent variables, and solved problems involving area, surface area, and volume. Students have also begun to develop an understanding of statistical thinking. Mathematics 8 begins with connections back to that earlier work, efficiently reviewing algebraic concepts that students have already studied while at the same time moving students forward into the new ideas described in the Grade 8 standards. Students apply their previous understandings of ratio and proportional reasoning to the study of linear functions, equations, and systems. They explore negative integer exponents and irrational numbers, and they deepen their understanding of geometric concepts through transformations as they investigate congruence and similarity.

AGILE MIND CORE MATHEMATICS FOR 9-12

Algebra I

Algebra provides a powerful method for describing interdependence and change--two ideas that are essential to understanding mathematics. In a first course in Algebra, students focus on linear functions and equations, which provide the mathematical tools necessary for consolidating and representing what they learned in elementary and middle school about ratios and proportional reasoning. Students also study quadratic functions and equations that are an introduction to the theory of equations. Finally, throughout the course, students learn to use basic algebraic tools to represent problem situations and to solve important classical problems. Students need to have the sound understanding of functions and their multiple representations that they gain from a strong Algebra course. And Algebra is an essential foundation for higher mathematics. But Algebra is also now accepted by most people as a foundation, not just for Advanced Algebra, Geometry, Trigonometry, Discrete Mathematics, Pre-calculus, Calculus, and Statistics, but for the knowledge required for participation in our democracy and for a successful economic life.

Geometry

- Geometry introduces the tools central to the study of space and spatial relationships. Throughout the course, students will:
- Understand and apply the structure of—and relationships within—an axiomatic system
- Become adept with the tools central to the study of space and spatial relationships
- Use the classical methods of finding the area of two-dimensional shapes, including quadrilaterals and circles
- Learn basic geometry of three-dimensional shapes, including methods of finding simple volumes and surface areas
- Develop spatial reasoning ability, including the capacity to represent shapes and figures concretely, pictorially, algebraically, and through the use of coordinate systems

- Use geometric representations and symbols to solve problems and prove theorems
- Strengthen their knowledge of the connections between algebra and geometry
- Solve real-world problems using a variety of tools

Algebra II

- Algebra II further develops important mathematical ideas introduced in Algebra I by extending techniques to solve equations and students' knowledge of functions. Concepts covered include:
- Linear functions and inverse relations
- Exponential and logarithmic functions and equations
- Quadratic and square root functions and equations
- Rational functions and equations
- Using matrices to solve systems of equations
- Conic representations
- Probability
- Arithmetic and geometric sequences and series

Precalculus

Precalculus deepens students' understanding of the behavior of functional relationships and builds conceptual knowledge and skills essential to success in advanced mathematics and college coursework. Students will learn how to:

- Use functions, equations, sequences, series, vectors, and limits as tools to express generalizations and to analyze and understand a variety of mathematical relationships and real-world phenomena
- Expand and develop their use of functions and their properties to choose appropriate models for real-world problem situations to answer meaningful questions
- Build on and expand their experiences with functions from Algebra I, Algebra II, and Geometry as they continue to explore the characteristics and behavior of functions, including polynomial, rational, radical, exponential, power, logarithmic, and trigonometric functions

AP[®] Calculus AB

Calculus AB follows the well-respected Advanced Placement syllabus in single-variable calculus that includes techniques of differentiation, techniques of integration, and the Fundamental Theorem that relates these two processes. The course is equivalent to at least a semester of calculus at most colleges and universities, and to a yearlong class at some. Algebraic, numerical, and graphical representations are emphasized throughout. The development of differential and integral calculus ranks among the greatest human achievements of all time, and so the course also takes inspiration from the many applications these ideas have in the real world.

AP® Statistics

Statistics is the art and science of collecting, organizing, analyzing, and drawing conclusions from data. The Advanced Placement (AP) Statistics course focuses on four major themes: exploratory data analysis, designing studies, probability models and simulation, and statistical inference.

Many interesting applications of statistics in medicine, business, law, psychology, education, and environmental science are included in the AP course. Students are evaluated on their ability to communicate their statistical thinking effectively on the AP Exam. The AP Statistics syllabus includes all topics found in nearly any one-semester college introductory statistics class.

Intensified Algebra I

Intensified Algebra I: Intensified Algebra I, is a comprehensive intervention program for an extended-time that prepares students who are 1 to 3 years below grade level to become successful in algebra I within one academic year. This intervention is a comprehensive Algebra I course is designed for daily 70-90 minute instruction periods. Intensified Algebra is proven to be successful in supporting students to be successful in Algebra I in one year and prepared for their next level math course in the following school year.

Central to the Intensified Algebra I program is the idea that struggling students need a powerful combination of additional time (class periods of 70–90 minutes every school day); a challenging curriculum; cohesive, targeted supports for developing their capabilities as learners, and just-in-time interventions that address their misconceptions. Educators who serve these learners also need richer supports for their instructional practice.

With these supports in place, students can get back on track, progress with their peers to graduate on time, and restore their confidence in their ability to succeed in advanced learning. This groundbreaking program melds best practices in algebra instruction with advances in developmental and social psychology and in research on struggling learners to shape students' engagement, confidence, mindset, and commitment to challenging academic programs.

Design principles of the curriculum include:

- Rigorous algebra curriculum targeting students' conceptual understanding, associated skills, and related problem-solving and reasoning capabilities
- Efficient and effective review/repair strategies with ongoing, distributed practice
- Social, psychological interventions that promote positive beliefs about their academic abilities
- Supports for teachers, like classroom routines to help new teachers establish positive learning environments
- Tools that help students organize information and support metacognitive awareness
- Enhanced formative assessment strategies
- Supports for literacy and language development

Agile Assessment

In partnership with the Charles A. Dana Center at The University of Texas at Austin and with other nationally respected experts, Agile Mind has developed Agile Assessment to help educators assess the progress of instruction, identify their students' understanding relative to standards and central concepts, as well as their gaps in learning, in the critical subjects of middle school and high school mathematics. With items of exceptional quality that require students to demonstrate understanding to the depth and rigor required by next-generation standards, our system enables educators to efficiently build trusted assessments.

Real-time reports on student performance, with integrated alignments to standards, support educators by linking the data to targeted areas of strength and challenge, as well as to instructional material available from Agile Mind's comprehensive mathematics programs

Middle and High School Math to supplement core instruction

Agile Accelerator for Middle School

Agile Accelerator for High School

Agile Accelerator is a supplemental program that pairs best assessment practices with standards-centered instructional resources to target learning needs in mathematics. Accelerator solves an ongoing pedagogical challenge; how best to address persistent gaps in student success in math and know that all students can meet the standards on which they will be assessed. Agile Accelerator provides resources for grades 6-Algebra II.

Academic Youth Development

Academic Youth Development is a course focused on building non-cognitive skills and strategies and has 3 formats:

- Summer Start
- School Year
- An Educator's Course

When students believe in their ability to learn, and when they are armed with effective problem-solving strategies, they work harder, persist longer, and achieve at higher levels. Further, when educators believe in students' ability to learn, they can establish the norm of engaging entire classes in more rigorous tasks that challenge students to demonstrate their understanding in multiple ways.

Academic Youth Development (AYD) is a research-based program, based on psychological and learning sciences research that strengthens students' academic identities, enhances their classroom participation, and raises their achievement. The Charles A. Dana Center at The University of Texas developed the AYD program collaboratively with leading psychologists, educators, and the staff of Agile Mind, piloting and refining the program in a diverse array of urban, exurban, and rural districts.

AYD encompasses both established and emerging research on Social and Emotional Learning (SEL) competencies, including student motivation, effort, and learning—as well as powerful knowledge on the malleability of intelligence—and is designed to increase the number and diversity of students who succeed and persist in STEM courses and in high school. Participating teachers and students enact the engaging online- and offline- program curriculum in a classroom setting.

The AYD curriculum gives students and teachers an explicit, comprehensive set of tools and strategies for learning SEL competencies and immediately applying these new concepts in daily learning. Student learning is ensured through rich instructional materials, including interactive explorations that deepen understanding of key concepts, and problem-solving experiences in which learners solidify their understanding of SEL competencies and develop the skills of academically successful students, such as the ability to productively persist in challenging tasks. Resources include:

- Comprehensive curriculum with interactive animations and visualizations of key concepts
- Detailed day-by-day guidance and instruction plans to help teachers plan and implement the curriculum
- Challenging online and offline problem-solving tasks
- Embedded formative assessments that help teachers gauge progress and understand better when and how to intervene to modify shape instruction

AYD can be used for all students in a variety of school structures, such as established advisory, study skills, or homeroom sessions, freshman orientation periods, or after-school programs. AYD may also serve students in a summer model. The program supports 60 hours of instruction, with 40 hours of core curricula on the psychological concepts and 20 hours of problem-solving experiences in which the psychological ideas and strategies are applied. Included in the curriculum are critical concepts, such as:

Learning mindsets – Participants consider the research and implications of malleability of intelligence. They explore the changes that occur in the brain when we learn and how they can cultivate positive self-beliefs and learning mindsets among their students.

Effective effort (grit) – Participants explore the role of effort, or productive persistence, in learning, as well as strategies to promote effort in the face of struggle.

Self-management – Participants learn strategies for self-regulation that support students as they work on challenging tasks and help them manage the confusion and frustrations that can occur during learning.

Communication and collaboration – Participants explore the importance and characteristics of effective communication in a community of learners, and collaborate with peers to analyze and solve challenging tasks.

The program’s rapid cycle of learning, practice, application, and reflection enables students to develop and apply new learning strategies in all their classes. This is consistent with research that shows that students are most successful when they are prompted and rewarded for seeking opportunities to apply their new learning in a range of academic settings. The design of the program enables students to develop action steps for becoming more powerful, effective learners.

Academic Youth Development Outcomes

- Improves student academic achievement
- Improves student motivation
- Reductions in absenteeism and student dropout rates
- Improves teacher effectiveness and beliefs about learning
- Transformed teacher motivation during a time of increased professional stress
- Acceleration of more students to the true college readiness envisioned by the next-generation standards

Professional Development Services

Our model of professional development introduces and sustains high-yield strategies in the use of our programs and tools to increase student engagement and achievement in mathematics. Through this model, our partner schools report significant gains in the number and diversity of students leaving high school ready for college and for the contemporary workplace.

To achieve those objectives with partner schools and districts while accommodating the challenges they face – such as the costs for proven resources, preparation time for teachers, and out-of-class time for professional development – we design and deliver a mix of services that leverage next-generation technology and in-person support in all of our professional development and support offerings.

Agile Mind Institutes

Each year, in the spring and early summer, teachers, coaches and instructional leaders—from those who are just getting started with Agile Mind to our most experienced users—participate in face-to-face professional development institutes. Teachers learn to use and integrate Agile Mind planning and instructional tools and assessment materials into their practices, gain experience in collaborating and using common lessons and assessments, and learn ways to enhance their strategies for ensuring a successful, rigorous learning experience for all students while not sacrificing coverage of the syllabus. Experienced Agile Mind teachers also benefit from Institute attendance and learn to take their practice to increasing levels of expertise and effectiveness.

These 2-3 day regional conferences support the needs and interests of a diverse audience of educators. To support the implementation of these programs, the institutes provide

- Comprehensive walkthroughs of each of the instructional programs to develop participants' understanding of the instructional tools, assessment tools, and professional development resources for integration into their existing curriculum
- Specific instruction on how to use the online tools and engagement strategies to ensure that participating teachers have the confidence and understanding to build strong implementations
- Research on outcomes of effective practices and on setting reasonable expectations for success
- Half-day leadership sessions to equip district and campus leaders with knowledge of high-yield practices for implementation of the program and integration of Agile Mind course programs into their curriculum

Attendance at the Agile Mind Institutes is a major part of the professional support for the program, and the key training opportunity for all teachers using the program. Successful districts ensure all teachers attend the entire Institute.

Agile Mind Advisor Services

In addition to institute attendance, teachers participate in customized Advisor sessions during the academic year. An Agile Mind Advisor session supports teachers in successful enactment of their program and is designed to meet their immediate needs.

- Advisors conduct pre-session analyses of school data and collaborate with district or school staff to customize advisor sessions to meet participant needs
- Either by telephone, webinar, or on site (in districts having sufficient teacher participants), Advisors share the experiences of educators in other settings and work with teachers to develop their confidence and their success using Agile Mind course programs

- After each session, Advisors provide to identified district or school leaders a written summary of session activities and outcomes, and recommended next steps to strengthen the implementation
- Advisors also make themselves available by phone and email for ongoing just-in-time support
- Districts seeking additional support can do so by purchasing additional professional services

Agile Mind List Price for Reference

Instructional Materials and Services									
Math & Science Course Programs	One-year student seat license price	Agile Mind List Price							
Middle School Math 6, 7, 8 & Algebra 1, Integrated Math 1		\$20							
Geometry, Integrated Math 2		\$23							
Algebra II, Integrated Math 3		\$26							
Precalculus, Calculus, Statistics		\$40							
Intensified Algebra 1 or Intensified Math 1		\$114							
Biology		\$24							
Agile Assessment - add on with course programs		\$10							
Agile Assessment Stand Alone		\$12							
Course Program license notes:									
All courses include initial professional development for each teacher provided at two day regional summer institutes									
All Courses include printed Teacher Guides									
Intensified Algebra 1/ Intensified Math1 includes a two volume printed consumable Student Activity Book									
Academic Youth Development - one- year district license		Agile Mind List Price							
	Up to - 150 student, 10 teachers	\$9,500							
	Additional students	\$36							
	Additional teachers	\$375							
Agile Accelerator - Supplemental Mathematics and Science Middle School or High School Accelerator		Agile Mind List Price							
	<i>One-year student seat license price</i>								
	Up to 200 Students	\$5,800							
	201 to 300 students	\$7,800							
	301 to 500 students	\$9,500							
	501 to 700	\$11,900							
Optional Print Materials - printed consumable books		Agile Mind List Price							
	Middle School Math 6 Student Activity Sheets book	\$ 16.95							
	Middle School Math 7 Student Activity Sheets	\$ 16.95							
	Middle School Math 8 Student Activity Sheets	\$ 16.95							
	Algebra I Student Activity Sheets	\$ 18.95							
	Geometry Student Activity Sheets	\$ 18.95							
	Algebra II Student Activity Sheets	\$ 18.95							
	Additional Intensified Algebra Books	\$ 25.00							
Professional Development/training - face-to-face onsite									
All courses include initial professional development for each teacher provided at two day regional summer institutes - No Additional Cost									
Advisor Service	-onsite face-to-face	\$3,000							
	-virtual	\$750							
Educator Academic Youth Development									
	Up to 25 participants	\$12,500							
	Additional participants	\$500							

TAB 3: RFP Section Reference

a) Performance Capability

- i. Include a detailed response to APPENDIX D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- ii. The successful Offeror will be required to sign APPENDIX D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- iii. Include completed APPENDIX D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- iv. Describe how Offeror responds to emergency orders.
- v. What is Offeror's average Fill Rate?
- vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.
- vii. Describe Offeror's return and restocking policy.
- viii. Describe Offeror's ability to meet service and warranty needs.
- ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
- xi. Describe Offeror's contract implementation/customer transition plan.
- xii. Describe the financial condition of Offeror.
- xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
- xiv. Describe the Offeror's safety record.
- xv. Provide any additional information relevant to this section.

b) Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.
- iv. Describe the experience and qualification of key employees.
- v. Describe Offeror's experience working with the government sector.
- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
- viii. Provide any additional information relevant to this section.

Tab 3– Performance Capability (responding to IV. Evaluation Process and Criteria, section (b))

b) Performance Capability

The responses to APPENDIX D, Exhibit A, Exhibit B, Exhibit F and Exhibit G follow.

- iv. **Response to Emergency Orders.** Emergency Orders for Agile Mind Licenses are acknowledged within one business day. Licenses are delivered and accessible within 5 business days.
- v. **Fill Rate.** The fill rate for Agile Mind Licenses is 100%
- vi. **Average Time of Delivery.** Agile Mind delivers licenses with 5 business days of receiving an authorized purchase order from the customer.
- vii. **Return and Restocking.** License are seat licenses which may be reassigned among user during the license period. As such there is no return.
- viii. **Ability to meet Service and Warranty needs.** Agile Mind servers that provide licensed accessed to our educational software provide 99.9% uptime.
- ix. **Service Customer Service / Problem resolution.** Agile Mind support is available 7 am to 8 pm Central Time Monday – Thursday; 7 am – 6 pm on Fridays. Problems are resolved by support within one business day.
- x. **Invoicing Process.** Agile Mind invoices upon shipment of licenses. Payment terms are 30 days. Payment is accepted by check, credit card or p-card.
- xi. **Customer Implementation Plan/transition plan.** Agile Mind provides implementation planning support for each customer with our Partner Services Team. We work with each customer to schedule delivery, support their license set up and access and schedule training. Training is provided for all participants at regional institutes.
- xii. **Website.** <https://www.agilemind.com/> is a sample website. Agile Mind provides for each customer school district a private secure access the courses licenses by the customer. We accept orders via toll free 866-284-4655, we do not accept orders via the website because we configure each order for the customer.
- xiii. **Safety Record.** Because of the nature of business, delivering software, we have no work related injuries.

APPENDIX D



**REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT
TO BE ADMINISTERED BY
OMNIA PARTNERS, PUBLIC SECTOR**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

Note Supplier responses are redlined in this document and
inserted in gray highlight.

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1. Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners, Public Sector.

1.1 Requirement

The Region 4 Education Service Center (“ESC”) (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners, Public Sector”), is requesting proposals for Educational Software Solutions and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners, Public Sector’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, Public Sector, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners, Public Sector as a Participating Public Agency in OMNIA Partners, Public Sector’s cooperative purchasing program. Registration with OMNIA Partners, Public Sector as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, Public Sector, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners, Public Sector.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, Public Sector, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners, Public Sector’s requirements to market the resulting Master Agreement Requirements for National Cooperative Contract

nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners, Public Sector.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners, Public Sector reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners, Public Sector to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners, Public Sector intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, Operations & Support

The OMNIA Partners, Public Sector marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners, Public Sector sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners, Public Sector contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, Public Sector, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners, Public Sector.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners, Public Sector's option, be the basis of award on a national level through OMNIA Partners, Public Sector. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners, Public Sector shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice

Requirements for National Cooperative Contract

requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners, Public Sector).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners, Public Sector's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners, Public Sector designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy will be one of the strategies utilized by the supplier for sales to Public Agencies, (3) the Master Agreement will be promoted to all selected Public Agencies, including any existing

~~customers,~~ and Supplier will transition existing customers, ~~upon their~~ customer's request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners, Public Sector and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to ~~aggressively~~ market the Master Agreement ~~as its go to market strategy~~ in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE **Note responses inserted in gray highlight**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

3.1 Company

A. Brief history and description of Supplier.

- enhance equity and high achievement in middle and high school education. Through rigorous program experiences in math for grades 6-12, as well as, a set of acclaimed programs addressing the social and emotional needs of adolescents, the company's mission is to prepare all students for success in life and work in the 21st century.
- Since our founding collaboration, Agile Mind and the Charles A. Dana Center at the University of Texas at Austin have developed research-based, blended technology-enhanced mathematics programs, tools, and professional development services to support districts, schools, and teachers in fostering and sustaining high achievement.

Since 2001, Agile Mind, has served thousands of educators and millions of students – across the United States and produced strong evidence of having transformed student engagement and achievement, coupled with an asset-based approach to building teacher effectiveness. Data from our partner school districts indicate that effective implementation of Agile Mind course programs enhances growth in student achievement.

- Agile Mind’s Math programs have been evaluated and ranked among the highest in the US, by the external, non-profit organization, EdReports.org

B. Total number and location of sales persons employed by Supplier.

- Sales team includes 18 sales professionals and support team in Outside, Inside Sales & Sales Marketing Support

- Outside Sales team members are based in the following locations:

a. Annapolis, MD

b. Boston, MA

c. Chicago, IL

d. Dallas-Ft. Worth, TX

e. New York, NY

f. York, PA

C. Number and location of support centers (if applicable) and location of corporate office.

- Agile Mind has two primary business locations:

- Primary Business & Sales Office (Texas):

1705 W. Northwest Highway, Suite 160

Grapevine, TX 76051

- San Francisco Office:

101 Montgomery Street, Suite 825

San Francisco, CA 94101

D. Annual sales for the three previous fiscal years.

- Agile Mind’s annual sales have ranged between \$10 million to \$12 million over the past three years.

E. Submit FEIN and Dunn & Bradstreet report.

- FEIN # is 27-0008203

- Dunn and Bradstreet Report is enclosed in this tab of the response

F. Describe any green or environmental initiatives or policies.

- Agile Mind educational programs and courses are provided in a digital format consistent with other 'green' and environmentally sensitivity programs and policies.
- While print versions of Agile Mind's teacher and student resources are available, Agile Mind encourages the use the digital version of the Agile Mind programs to reduce print and use of paper versions.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

- Agile Mind's underlying philosophy and the design our courses is focused on equity and access for all students regardless of their cultural or economic background.
- Agile Mind has no specific pricing changes or models oriented around diversity programs.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

- Agile Mind is a woman-led business, though, it is not exclusively women owned with other investors.
- Agile Mind does not currently hold any business certifications as an underutilized business.

I. Describe how supplier differentiates itself from its competitors.

- Agile Mind is the only Secondary Mathematics program that is consistently rated highly by Ed Reports across both Middle School and High School Math programs. Ed Reports is a major research organization which assesses the rigor and strength of academic programs.

- *Comprehensive, aligned system for teaching and learning*

Agile Mind programs are not simply a better digital curriculum. They are a complete set of resources to help teachers manage their work effectively and to enable students to take responsibility for their learning:

- Job-embedded professional support, lesson plans, and high-yield instructional, assessment, and differentiation strategies
- Rigorous, coherent course curricula built for our next-generation standards, enriched by animations, multiple representations, and simulations of central concepts
- Comprehensive practice, homework, and test preparation resources to enable students to learn at their own pace
- Rich formative assessments, many automatically graded
- Real-time data and reports on the progress of effort and learning
- Print resources to support students and teachers

Agile Mind brings coherence to the supports for student learning, for continuous professional learning for teachers, for the management needs for administrators, and the standards by which progress is measured. For details on Agile Mind course programs

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

- Agile Mind has no history of bankruptcy, reorganization or business litigation.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

- Agile Mind has no history of felony conviction of any of its officers or employees currently or while under the employment of Agile Mind.

- Agile Mind is not a publicly held company.

L. Describe any debarment or suspension actions taken against supplier

- Agile Mind has no history of debarment or suspension.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

- Agile Mind publishes and delivers the following academic courses:

Core math and science programs

- Middle School Math 6, 7, 8
- Algebra I, Geometry, Algebra II
- Integrated Mathematics I, II, and III
- Precalculus, Calculus AB, Statistics
- Biology

Unique programs and interventions

- Academic Youth Development
- Intensified Algebra I – *Intervention*
- Intensified Math I – *Intervention*
- Agile Accelerator – *MS/HS Supplement*
- Agile Assessment

Professional development and training to support the programs listed above

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

- Agile Mind has active, direct outbound sales and marketing initiatives in approximately 20 key states. These states include:
 - California
 - New York
 - Texas
 - Florida
 - Illinois
 - Pennsylvania
 - New Jersey
 - New Mexico
 - Maryland
 - Washington
 - Indiana
 - Louisiana
 - Arkansas
 - Michigan
 - Ohio
 - Tennessee
 - Virginia
 - Rhode Island
 - Kansas
 - Massachusetts
- Agile Mind receives inbound inquiries and responds to sales requests in the other 25 states, though, for most of these states, Agile Mind has no history of prior or existing business.
- There is no identified state in which Agile Mind would not extend the Master Agreement
- Agile Mind has very limited business internationally and it is always the result of U.S. based school partnerships. It has no business in U.S. Territories. The Master Agreement would not extend to any U.S. Territories, international or Outlying Areas.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

- Agile Mind utilizes no retail or other forms of distribution. All sales are directly with schools and districts. No party, organization or agency has any distribution rights to Agile Mind programs and professional services offerings.
- Members of Agile Mind's Sales team will be trained in the benefits of the Master Agreement pricing and will utilize this master agreement pricing in their sales presentations and in sharing information about Agile Mind's programs.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

- Because Agile Mind's programs on online, digital based programs, there is a limited need for shipping or production of hard copy materials.
- Agile Mind utilizes Fedex for all of its processing, handling or shipping of published educational materials (teacher and student resources).
- On occasion, Agile Mind employees will ship directly from stock held at the main company Sales location.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

- Agile Mind stores a limited stock of teacher and student materials (sold or provided to customers) and marketing collateral at its primary business and sales location:
 - Primary Business & Sales Office (Texas):
1705 W. Northwest Highway, Suite 160
Grapevine, TX 76051
- There are no additional warehouses or distribution facilities. Fedex serves as the primary printer and delivery of collateral materials on an as-needed basis.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- (refer to attached 90-day plan)
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreements details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Consider attendance, exhibition and participation ~~Commitment to attendance and participation~~ with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement based on the value this opportunity could represent for educational program and curriculum providers such as Supplier.
 - v. Consider attendance, exhibition and participation ~~Commitment to attend, exhibit and participate~~ at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers based on the value this opportunity could represent for educational program and curriculum providers such as Supplier. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance within the budget and overall framework of Supplier's marketing plan to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:
 - OMNIA Partners, Public Sector standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;

- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;

- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

C. Describe how Supplier will transition any existing, upon customers request, Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- a. Agile Mind does not currently have any cooperative contracts or agreements.

C.D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

- Agile Mind's Marketing group will provide photo-ready and will provide permission for reproduction to OMNIA Partners for use by OMNIA Partners during the duration of the partnership agreement.

D.E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

- In order to best benefit and recognize the success of the OMNIA Partners-Agile Mind partnership agreement, Agile Mind commits to proactively and promptly follow up on all active inquiries and sales leads generated from or as the result of the partnership with OMNIA Partners.
- Agile Mind also commits to the use of the OMNIA Partners, Public Sector logo in any direct marketing and sales initiatives supported by OMNIA Partners and under the Master Agreement.
- To support the partnership, Agile Mind expects OMNIA Partners' prompt response and support for the direct marketing and sales initiatives included as part of the Master Agreement.
- Agile Mind agrees to communicate and support the key principles of the Master Agreement identified below:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

E.F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Agile Mind agrees to train its Outside and Inside Sales team as part of the 90-day plan. (See training plan in 90-day plan).
- Agile Mind agrees to include the following components in any training with the Agile Mind sales team:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
 - iv. Knowledge of benefits of the use of cooperative contracts

F.G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support

John Moore, Vice President of Sales
jmoore@agilemind.com & (503) 780-0804

- ii. Marketing

Charlotte Dowd, Director of Marketing
cdowd@agilemind.com & (978) 518-9956

- iii. Sales

Gregg McFarland, President of Agile Initiatives
gmcfarland@agilemind.com & (817) 924-3736

- iv. Sales Support

Laurie Mayhan, Sales Operations Manager
lmayhan@agilemind.com & (603) 784-5160

- v. Financial Reporting

Laurie Mayhan, Sales Operations Manager
lmayhan@agilemind.com & (603) 784-5160

vi. Accounts Payable
Jennifer Grigsby, Senior Accountant
jgrigsby@agilemind.com & (817) 424-8411

vii. Contracts
Laurie Mayhan, Sales Operations Manager
lmayhan@agilemind.com & (603) 784-5160

G.H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

- The Agile Mind sales team is organized around a team of Outside and Sales team members that work to support key territories around the country. These territories include:
 - New England
 - Pennsylvania/New Jersey/Delaware
 - Mid-Atlantic
 - Southeast
 - South Central
 - Midwest
 - Texas
 - Southwest
 - Pacific Northwest
 - California

- There are seven Outside sales directors that are based in the following locations:
 - Annapolis, MD
 - Boston, MA
 - Chicago, IL
 - Dallas-Ft. Worth, TX
 - New York, NY
 - York, PA

- All six Inside sales representatives are based in the Dallas-Ft. Worth area (Grapevine office).

- The Sales leadership team includes a Vice President of National Sales, a Regional Vice President for Inside Sales and a Regional Vice President for Outside Sales.

- The Sales team includes a Director of Marketing and an Assistant Director of Marketing.

- The Sales team also includes a Sales Operations & Support Manager.

- Each major region is supported by an Outside and Inside Sales representative, with the Outside representative responsible for large districts and schools and the Inside representative responsible for smaller districts and schools in these territories.

- Contact for highest level of Sales team:
John Moore, Vice President of Sales
jmoore@agilemind.com & (503) 780-0804

H.I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

- Agile Mind Sales leadership will work with OMNIA Partners to identify areas of a greatest sales opportunity based on Agile Mind's territories/states of focus and OMNIA Partner's regions with strong partnerships with districts and schools.
- Agile Mind Sales leadership to work directly with OMNIA Partners marketing and sales leadership to develop collaborative plans for marketing and promoting the partnership in these areas.
- Establish a regular monthly check in meeting between appropriate OMNIA Partners and Agile Mind leadership to share details on opportunities and collaborative initiatives.
 - Share details on new potential sales targets in educational sector.
 - Identify potential issues or concerns with existing collaborative initiatives.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

- Agile Mind anticipates coordinating all management and oversight of collaborative efforts with OMNIA Partners through its Sales leadership team.
- As appropriate, Agile Mind will include Agile Mind's Director of Marketing on broader discussions of marketing initiatives, web-based efforts and other broader marketing campaigns.
- Agile Mind Sales Operations Manager will use Salesforce and other internal systems for providing details on progress of sales initiatives and work with potential new districts and schools. These same tools will be used for reporting to OMNIA Partners on the progress of any potential opportunities and confirmation of new contracts.
- Agile Mind proposes a monthly review meeting with OMNIA Partners leadership to review progress, initiatives and results.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Agile Mind will report sales awarded under the master agreement per terms of the master agreement.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

- Agile Mind utilizes Salesforce as its primary Customer Relations Management System for capturing all sales opportunities, managing sales pipeline and tracking opportunities to close.
- Agile Mind's Salesforce system also captures all of the proposals and contracts associated with its sales arrangements.
- Agile Mind utilizes a separate accounting system for tracking accounts receivables, payables and other aspects of the accounting process once the contract process is complete.
- This accounting system is used to manage all contract payments and tracking of outstanding receivables issues.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

- Agile Mind Sales leadership has reviewed these options. Agile Mind's intent is utilize the Master Agreement pricing with any engagement in which the Master Agreement arrangement is requested and solicited.
- Agile Mind is committed to the lower pricing provided for within the Master Agreement. However, Agile Mind has no incentive to reduce pricing beyond the pricing provided for in the Master Agreement and would consider this only in extremely rare situations.
- Agile Mind is not in a position to reject or force a potential district or school to accept the Master Agreement arrangement, if they refuse or are bound by some other limitations in doing so.

Appendix D Exhibit A

Responding to Appendix Exhibit A response b 90-day Implementation Plan

3.0 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

Agile Mind proposes the development and execution of the following 90-day plan for implementing and supporting the Master Agreement and joint partnership between OMNIA Partners and Agile Mind.

- Upon execution of the Master Agreement, the parties will schedule a face-to-face meeting for the purpose of concluding the details of the arrangement and implementation of an initial joint marketing and sales strategy. This meeting would ideally be held within two weeks at the execution of the arrangement and could be held at OMNIA Partners offices. Among the objectives of this initial meeting:
 - Confirm and finalize draft of co-branding press release.
 - Identify best channels for distribution.
 - Confirm strategy for communications with different parties, channels.
 - Confirm design of website representation of partnership for OMNIA Partners, Agile Mind and other parties.

Agile Mind Presentation:

- Present Agile Mind Secondary Math, Academic Youth Development and Professional Services programs to appropriate OMNIA Partners leadership.
 - Share details of Agile Mind program benefits and likely district and school partners.
 - Share sales and marketing approaches in which Agile Mind has been most successful.
- Review Agile Mind target states, territories and areas of strength:
 - Provide additional detail on Agile Mind territory representation.
 - Review strategies and program focus by territory.

OMNIA Partners Presentation:

- Review OMNIA Partners educational experience and team representation
 - Review past work with educational and curriculum program companies.
 - Present OMNIA Partners regional and marketing strengths.
 - Identify areas of strength and market development by OMNIA Partners in areas of strongest interest to Agile Mind.
- Present OMNIA Partners' key marketing strategies and events
 - Identify areas of potential opportunity and benefit to Agile Mind.

- Consider joint strategies for supporting marketing and sales initiatives in key areas of overlapping interest.
 - Share details of NGIP and NGI events and potential opportunity for educational based companies:
 - Provide a list of other educational and curriculum companies that participate.
 - Identify potential opportunities for districts seeking curriculum and program solutions to be in attendance at NGIP and NGI events
 - Discuss potential for Agile Mind participation and revenue opportunities at NGIP and NGI events.
- Develop plan for communicating to existing Agile Mind district partners partnership with OMNIA Partners and availability of Master Agreement.
 - Draft communication for Agile Mind Sales leadership to partners.
 - Share details of Master Agreement with Agile Mind district and school partners as part of regular support meetings and Mid-Year review.
- Organize and conduct special training for both Agile Mind Outside and Inside Sales teams on the OMNIA Partners agreement and Master Agreement arrangements.
 - Dedicate a portion of Agile Mind bi-weekly sales team meeting expressively for the purpose of training introducing the OMNIA Partners arrangement and work with Master Agreement.
 - Conduct a more extensive training with all members of Agile Mind sales team as part of National Training Meeting for sales team conducted throughout the year.
 - Incorporate sales strategies for leveraging the existing OMNIA Partner strengths and relationships with districts and schools in states and territories critical to Agile Mind's business.
- Design web-landing page for representing OMNIA Partners and Master Agreement to be released 45 days after the conclusion of OMNIA Partners-Agile Mind partnership.
 - Provide web-ready copies of company (Agile Mind and OMNIA Partners) logos for use on respective webpage links.
 - Confirm the Agile web-landing page for OMNIA Partners arrangement includes:
 - Copy of Master Agreement
 - Pricing and Product Information
 - Copy of Request for Proposal
 - Marketing Presentation and Materials supporting OMNIA Partners-Agile Mind relationship
 - Contact Information for OMNIA Partners and Agile Mind leadership responsible for partnership
 - Confirmation of Key Details of Partnership
 - Master Agreement – Competitively Negotiated
 - No Costs to Participate
 - Best District, School Pricing
 - Non-exclusive

- Conduct a second planning and implementation meeting to take place approximately 60 days after the execution of the agreement between OMNIA Partners and Agile Mind. The purpose of this meeting would include:
 - Confirm that all key co-branding and co-marketing initiatives are in place.
 - Confirm communications plan and systems for communicating collective results of the OMNIA Partners-Agile Mind agreement.
 - Establish key contacts and schedule for regular communication and review of objectives of the partnership.
 - Confirm any direct, collaborative initiatives or plans beyond those already established or agreed to as part of primary OMNIA Partners-Agile Mind agreement.



LIVE REPORT

Currency: Shown in USD unless otherwise indicated

AGILE MIND EDUCATIONAL HOLDINGS INC

Trade Names: No trade names for this company.

ACTIVE **SINGLE LOCATION**

D-U-N-S

Number:

11-220-8488

Company:

AGILE MIND EDUCATIONAL HOLDINGS INC

<p>D&B Address</p> <p>Address: 1705 W NORTHWEST HWY STE 160 GRAPEVINE, TX, US - 76051</p> <p>Location SINGLE LOCATION</p> <p>Type:</p> <p>Phone: 817-329-2223</p> <p>Fax:</p> <p>Web: www.agilemind.net</p>	<p>Endorsement: reports</p>
---	------------------------------------

Company Summary

SCORE BAR					
D&B Viability Rating	6	8	B	K	View More Details
PAYDEX®				66	Paying 19 days past due
Commercial Credit Score Class		4			Moderate to High Risk of severe payment delinquency.
Financial Stress Score Class		4			Moderate to High Risk of severe financial stress
Credit Limit - D&B Conservative		750.00			Based on profiles of other similar companies.
Credit Limit - D&B Aggressive		2,500.00			Based on profiles of other similar companies.

Bankruptcy Found

● No

D&B 3-MONTH PAYDEX®

High Risk (1)

Low Risk (100)

76 ↓

**120 Days
Slow**

**30 day
slow**

Prompt

When weighted by amount, Payments to suppliers average

6 Days Beyond Terms

D&B PAYDEX®

High Risk (1)

Low Risk (100)

66 ↓

**120 Days
Slow**

30 day slow

Prompt

When weighted by amount, Payments to suppliers average 19 days beyond terms

D&B COMPANY OVERVIEW

This is a single location

Chief Executive

LINDA J CHAPUT, CEO

Age (Year Started)

17 years (2002)

Employees

5 (Here)

History Status

CLEAR

SIC

7373

Line of business

Computer software development

NAICS

541512

PUBLIC FILINGS

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	---
Judgments	0	---
Liens	5	04/05/2019
Suits	0	---
UCCs	4	10/09/2017

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

COMMERCIAL CREDIT SCORE CLASS

4 

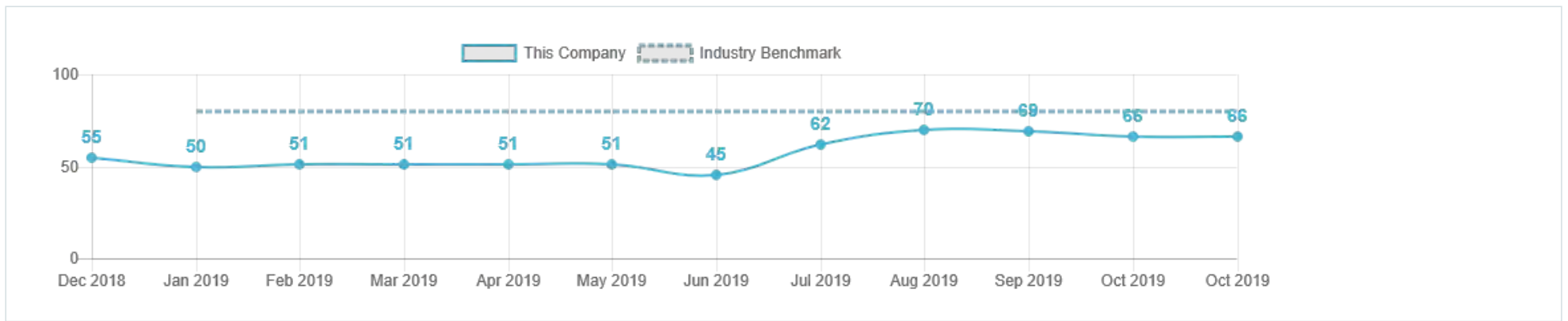
High Risk (5) **Low Risk (1)**

FINANCIAL STRESS SCORE CLASS

4 

High Risk (5) **Low Risk (1)**

PAYDEX® TREND CHART



Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

DAYS BEYOND TERMS - PAST 3 & 12 MONTHS

3 months from Sep-19 to Nov-19

Days Beyond Terms : **10 Days**

10
High Risk (120) Low Risk (0)

Dollar-weighted average of **3** payment experiences reported from **3** companies.

12 months from Dec-18 to Nov-19

Days Beyond Terms : **6**

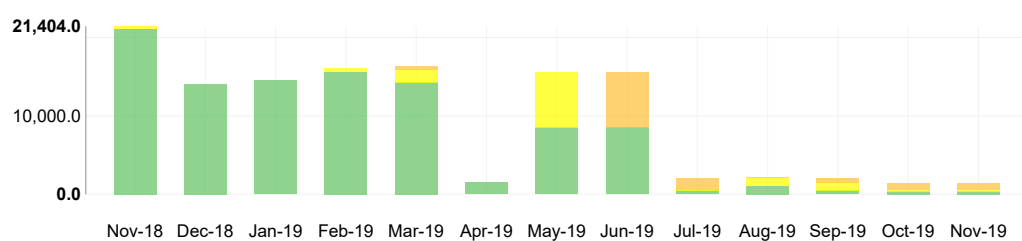
6
High Risk (120) Low Risk (0)

Dollar-weighted average of **4** payment experiences reported from **4** companies.

DEROGATORY EVENTS LAST 13 MONTHS FROM NOV-18 TO NOV-19

No Derogatory trade Event has been reported on this company for the past 13 Months

TOTAL AMOUNT CURRENT AND PAST DUE - 13 MONTH TREND FROM NOV-18 TO NOV-19



- LEGEND**
- Current
 - 1-30 days
 - 31-60 days
 - 61-90 days
 - 91+ days

Status	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19

Total	21,404	14,054	14,510	16,047	16,274	1,510	15,564	15,564	2,081	2,132	2,057	1,391	1,391
Current	21,081	14,054	14,510	15,591	14,281	1,510	8,537	8,537	502	1,095	496	393	393
1-30 Days Past Due	323	0	0	456	1,537	0	7,027	0	69	968	1,030	167	167
31-60 Days Past Due	0	0	0	0	456	0	0	7,027	1,510	69	531	831	831
61-90 Days Past Due	0	0	0	0	0	0	0	0	0	0	0	0	0
91+ Days Past Due	0	0	0	0	0	0	0	0	0	0	0	0	0

Small Business Risk Insight

SBRI ORIGINATION LEASE SCORE	
849	<p>High Risk Low Risk</p> <p>Moderate Risk of serious delinquency over the next 12 months</p> <p>SBRI Score Flag : Self-Request Duns Support</p>
<p>Commentaries</p> <ul style="list-style-type: none"> • Insufficient installment trade account information • Recency of delinquencies • Number of satisfactory payment experiences 	

SBRI ORIGINATION CARD SCORE

820

High Risk **Low Risk**

High Risk of serious delinquency over the next 12 months

SBRI Score Flag : Self-Request Duns Support

Commentaries

- Delinquent past or present credit obligation(s)
- Proportion of revolving account balances to revolving credit lines
- Industry classification

SBRI ORINATION LOAN SCORE

827

High Risk **Low Risk**

High Risk of serious delinquency over the next 12 months

SBRI Score Flag : Self-Request Duns Support

Commentaries

- Delinquent past or present credit obligation(s)
- Proportion of satisfactory payment experiences to total payment experiences
- Number of satisfactory payment experiences

KEY SBRI ATTRIBUTES

Total Balance 46,800.00		Total Open SBRI Accounts 1		Number Of Total Accounts Ever Cycle 2+ 1	
Credit Card Total Balance	46,800.00	Total Exposure	74,301.00	Time since most recent Cycle 2 on all accounts	3 Months
Lease Agreement Total Balance	NA	Maximum Age of All Open Accounts	56.00 Months	Worst Delinquent All Accounts	
Loan Total Balance	NA			Past 1-3 Months	Cycle 2
				Past 1-12 Months	Cycle 2

ACCOUNT SUMMARIES

Total Current Balance	46,800
Total Past Due	0
Total Past Due Cycle 1	0
Total Past Due Cycle 2	0
Total Past Due Cycle 3	0
Total Past Due Cycle 4	0
Total Past Due Cycle 5	0
Total Charge Off Amount	0

Type	Lender	Date Reported	Open Date	Closed Date	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Term Loan		09/30/2007	06/14/2007	08/10/2007	0	0	0	0	0	0	0		
Credit Cards		10/31/2019	03/07/2015		46,800	46,800	0	0	0	0	0	0	
Credit Cards		10/31/2019	11/08/2005	11/16/2015	0	46,800	0	0	0	0	0	0	

Predictive Scores

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Moderate Risk**
- Businesses ranked **6** have a probability of becoming no longer viable: **13 %**
- Percentage of businesses ranked **6**: **30 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **High Risk**
- Businesses ranked **8** within this model segment have a probability of becoming no longer viable: **11 %**

6

High Risk (9) **Low Risk (1)**

- Percentage of businesses ranked **8** with this model segment: **13 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

8

High Risk (9) **Low Risk (1)**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

B

Descriptive (G) **Predictive (A)**

Company Profile:

Company Profile Details:

- Financial Data: **Not Available**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Small: Employees: <10 and Sales: <\$10K or Missing**
- Years in Business: **Established: 5+**

K

Financial Data	Trade Payments	Company Size	Years in Business
Not Available	Available: 3+Trade	Small	Established

CREDIT CAPACITY SUMMARY

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

FINANCIAL STRESS CLASS SUMMARY

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files.

The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class :

4 ↓

High Risk (5)

Low Risk (1)

Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

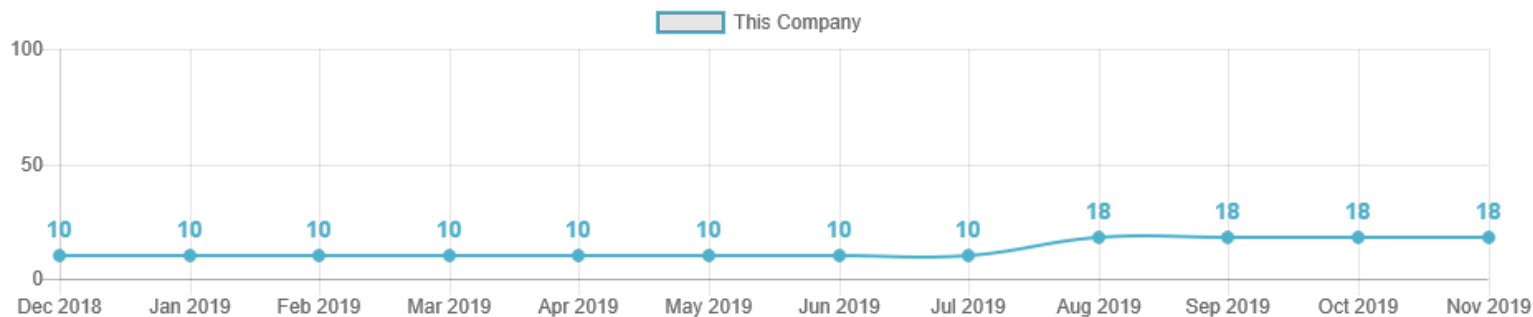
Probability of Failure:

- Risk of Severe Financial Stress for Businesses with this Class: **0.84%** (84 per 10,000)
- Financial Stress National Percentile : **18** (Highest Risk: 1; Lowest Risk: 100)
- Financial Stress Score : **1413** (Highest Risk: 1,001; Lowest Risk: 1,875)
- Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48%** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

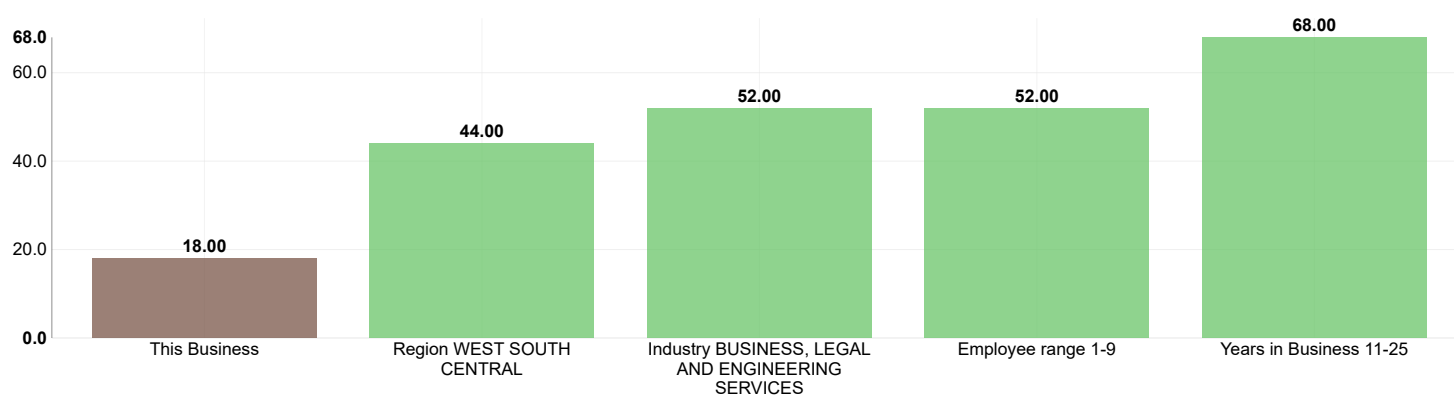
- High proportion of past due balances to total amount owing.
- Low proportion of satisfactory payment experiences to total payment experiences.
- Low Paydex Score.
- Evidence of open liens
- UCC Filings reported.

Financial Stress Percentile Trend:



Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms**National %**

This Business	18
Region: WEST SOUTH CENTRAL	44
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee range: 1-9	52
Years in Business: 11-25	68

This Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

CREDIT SCORE SUMMARY

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 4 for this company shows that 9.4% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class :

4 ↑

High Risk (5)**Low Risk (1)**

Moderate to high risk of severe payment delinquency over next 12 months.

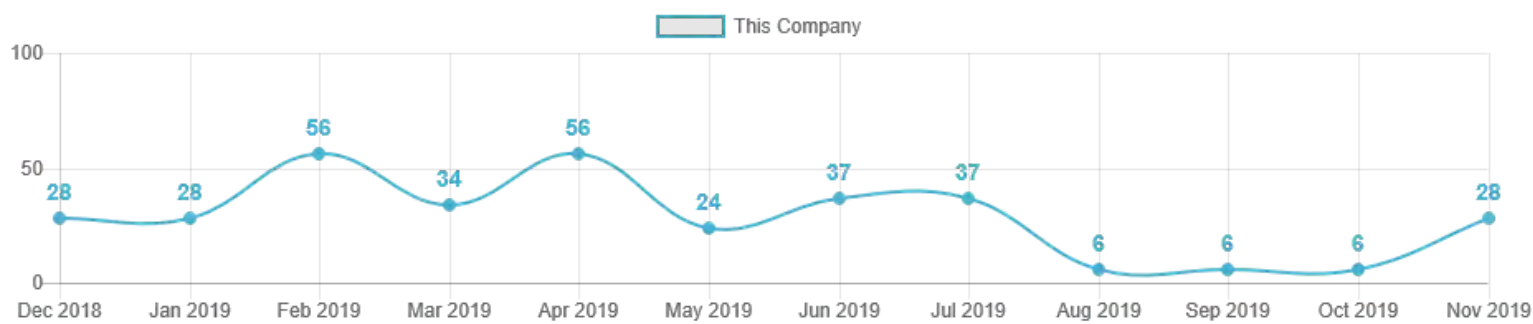
Incidence of Delinquent Payment

- Among Companies with this Classification: **9.40%**
- Average compared to businesses in D&B's database: **10.20%**
- Credit Score Percentile : **24** (Highest Risk: 1; Lowest Risk: 100)
- Credit Score : **475** (Highest Risk: 101; Lowest Risk: 670)

The Credit Score Class of this business is based on the following factors:

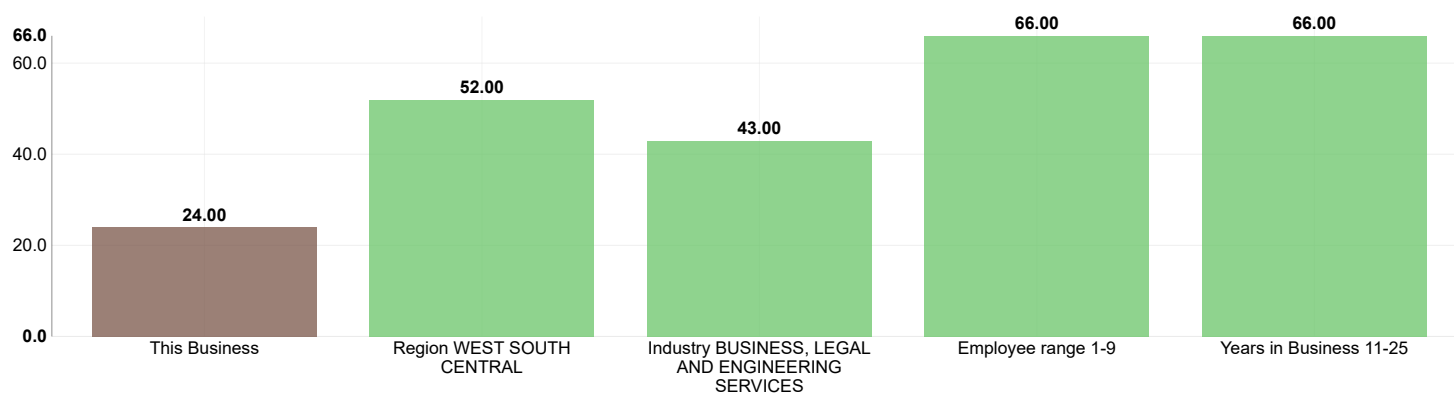
- Higher risk industry based on delinquency rates for this industry
- Proportion of past due balances to total amount owing
- Recent high balance past due
- Evidence of open liens
- Evidence of recent payment experiences paid later than 30 days
- Unstable Paydex over last 12 months

Credit Score Class Percentile Trend:



Notes

- The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
- The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
-------	------------

This Business	24
Region: WEST SOUTH CENTRAL	52
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range: 1-9	66
Years in Business: 11-25	66

This business has a Credit Score Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

This information may not be reproduced in whole or in part by any means of reproduction.

Trade Payments

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

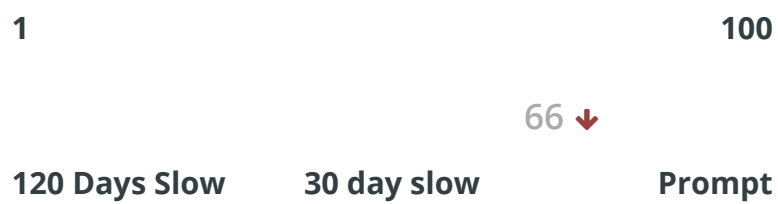
Timeliness of historical payments for this company.

Current PAYDEX 66 Equal to 19 days beyond terms (Pays more slowly than the average for its industry of generally within terms)	Payments Within Terms 45%	Average High Credit \$4,778
Industry Median 80 Equal to generally within terms	Total payment Experiences in D&Bs File (HQ) 17	Largest High Credit \$20,000 Highest Now Owing \$750 Highest Past Due \$750
Payment Trend Unchanged	Trade Experiences with Slow or Negative Payments(%) 23.53%	
	Total Placed For Collection 0	

Compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

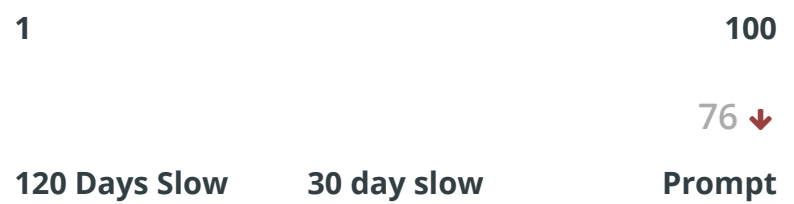
D&B PAYDEX



When weighted by amount, payments to suppliers average 19 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

3-MONTH D&B PAYDEX



Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 6 days beyond terms

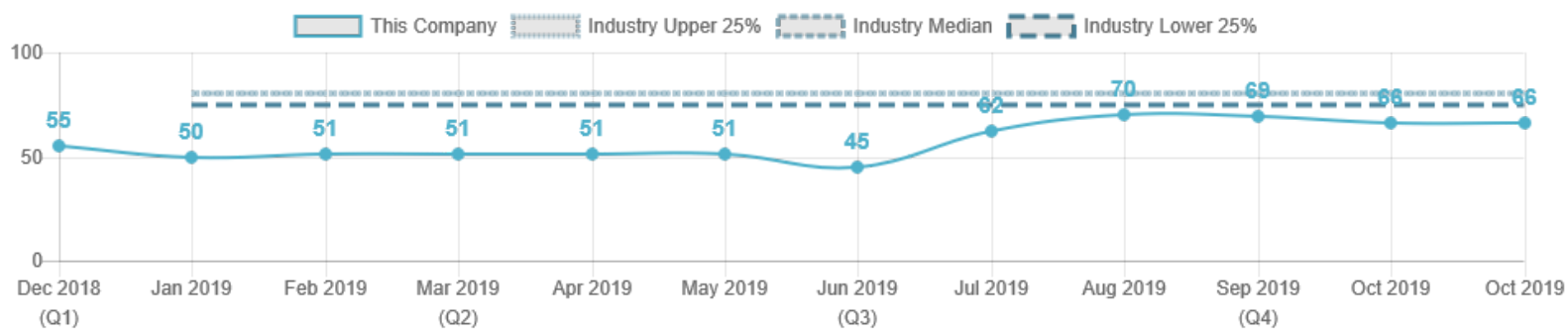
- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

D&B PAYDEX® COMPARISON

CURRENT YEAR

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Computer software development , based on SIC code 7373 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

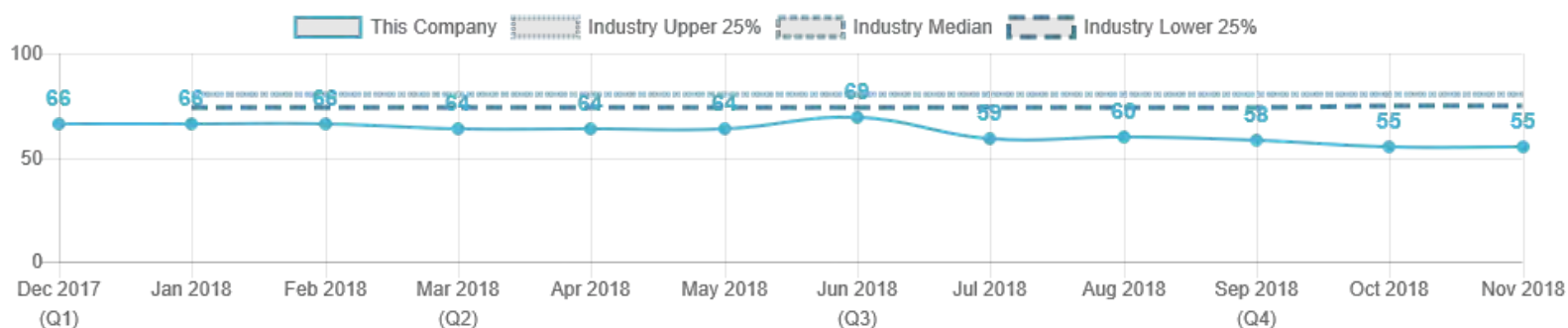


	12/18	1/19	2/19	3/19	4/19	5/19	6/19	7/19	8/19	9/19	10/19	10/19
This Business	55	50	51	51	51	51	45	62	70	69	66	66
Industry Quartile	-	80	-	-	80	-	-	80	-	-	80	-
Upper	-	80	-	-	80	-	-	80	-	-	80	-
Median	-	75	-	-	75	-	-	75	-	-	75	-
Lower	-	-	-	-	-	-	-	-	-	-	-	-

Current PAYDEX for this Business is 66 , or equal to 19 days beyond terms
 The 12-month high is 70 , or equal to 15 DAYS BEYOND terms
 The 12-month low is 45 , or equal to 14 DAYS BEYOND terms

PREVIOUS YEAR

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Computer software development , based on SIC code 7373 .



Previous Year	1/18 Q1'18	4/18 Q2'18	7/18 Q3'18	10/18 Q4'18
This Business	66	64	59	55
Industry Quartile	80	80	80	80
Upper	80	80	80	80

Median	74	74	74	75
Lower				

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 66, or equal to 19 days beyond terms

The present industry median Score is 80, or equal to GENERALLY WITHIN terms

Industry upper quartile represents the performance of the payers in the 75th percentile

Industry lower quartile represents the performance of the payers in the 25th percentile

PAYMENT HABITS

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

<u>Credit Extended</u>	<u>Payment Experiences</u>	<u>Total Amount</u>	<u>% of Payments Within Terms</u>	
Over 100,000			0%	
50,000-100,000			0%	
15,000-49,999	1	20,000		100%
5,000-14,999	1	7,500	0%	
1,000-4,999	2	5,000	25%	
Under 1,000	3	950	21%	

Based on payments collected over last 24 months.

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc.

PAYMENT SUMMARY

There are 17 payment experience(s) in D&Bs file for the most recent 24 months, with 4 experience(s) reported during the last three month period.

The highest Now Owes on file is 750 . The highest Past Due on file is 750

Below is an overview of the company's currency-weighted payments, segmented by it's supplier's primary industries:

<u>Top Industries</u>	<u>Total Revd</u>	<u>Total</u>	<u>Largest High</u>	<u>Within Terms</u>		<u>1 - 30 Days Late</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 + Days Late</u>
	<u>(#)</u>	<u>Amount</u>	<u>Credit</u>	<u>(%)</u>	<u>(%)</u>	<u>Late (%)</u>	<u>Late (%)</u>	<u>Late (%)</u>	<u>(%)</u>
Nonclassified	3	28,250	20,000	71	15	13	1	0	
Whol office supplies	2	5,000	2,500	25	0	25	0	50	
Reg misc coml sector	1	100	100	100	0	0	0	0	

Public finance	1	100	100	100	0	0	0	0
----------------	---	-----	-----	-----	---	---	---	---

Other payment categories

Cash experiences	9	\$1,700	\$1,000
Payment record unknown	1	\$10,000	\$10,000
Unfavorable comments	0	\$0	\$0
Placed for collections	0	\$0	\$0
Total in D&B's file	17	\$45,150	\$20,000

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices, etc.

DETAILED PAYMENT HISTORY FOR THIS COMPANY

<u>Date Reported (mm/yy)</u>	<u>Paying Record</u>	<u>High Credit</u>	<u>Now Owes</u>	<u>Past Due</u>	<u>Selling Terms</u>	<u>Last Sale Within (month)</u>
10/19	Ppt-Slow 60	2,500	500	500	N30	1 mo
10/19	Slow 30-90	750	750	750		1 mo
10/19	(003)	250			Cash account	1 mo
09/19	Ppt	20,000	0	0		2-3 mos
08/19	(005)	50			Cash account	4-5 mos
07/19	(006)	1,000			Cash account	1 mo
06/19	(007)	10,000	0	0		
05/19	(008)	50			Cash account	1 mo
04/19	(009)	50			Cash account	1 mo
01/19	Slow 30-60	7,500	0	0		6-12 mos
09/18	Slow 90+	2,500	0	0		6-12 mos
09/18	(012)	100			Cash account	1 mo
08/18	(013)	100				1 mo
07/18	(014)	50			Cash account	6-12 mos
06/18	Ppt	100				1 mo
04/18	(016)	100			Cash account	1 mo
10/17	(017)	50			Cash account	1 mo

Payments Detail Key: 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Bankruptcies	Judgments	Liens	Suits	UCCs
0	0	5	0	4
Latest Filing:	Latest Filing:	Latest Filing: 04-05-2019	Latest Filing:	Latest Filing: 10-09-2017

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

LIENS

A **Lien** holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	402
Status	Released
CASE NO.	1904050021
Type	State Tax
Filed By	CA EMPLOYMENT DEVELOPMENT DEPARTMENT
Against	AGILE MIND EDUCATIONAL HOLDINGS, INC.
Where Filed	SACRAMENTO COUNTY RECORDERS OFFICE, SACRAMENTO, CA
Date Status Attained	08-28-2019
Date Filed	04-05-2019

Latest Info Received 09-18-2019

Amount 404

Status Open

FILING NO. 19-7705785605

Type State Tax

Filed By EMPLOYMENT DEVELOPMENT DEPARTMENT

Against AGILE MIND EDUCATIONAL HOLDINGS, INC.

Where Filed SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

Date Status Attained 04-04-2019

Date Filed 04-04-2019

Latest Info Received 05-06-2019

Amount 1464

Status Open

DOCKET NO. 002963150

Type State Tax

Filed By NY STATE DEP'T OF TAXATION AND FINANCE

Against EXPEDITIOUS CLAIMS MANAGEMENT INC.

Where Filed KINGS COUNTY SUPREME COURT, BROOKLYN, NY

Date Status Attained 01-10-2012

Date Filed 01-10-2012

Latest Info Received 01-10-2012

Amount	45051
Status	Open
CASE NO.	I330164
Type	State Tax
Filed By	CA EMPLOYMENT DEVELOPMENT DEPARTMENT
Against	AGILE MIND EDUCATIONAL HOLDINGS, INC.
Where Filed	SAN FRANCISCO COUNTY RECORDERS OFFICE, SAN FRANCISCO, CA
Date Status Attained	02-01-2007
Date Filed	02-01-2007
Latest Info Received	03-05-2007

Status	Open
FILING NO.	077099440747
Type	State Tax
Filed By	EMPLOYMENT DEVELOPMENT DEPARTMENT
Against	AGILE MIND EDUCATIONAL HOLDINGS, INC.
Where Filed	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Date Status Attained	01-12-2007
Date Filed	01-12-2007
Latest Info Received	02-19-2013

UCC FILINGS

Collateral	All Assets
Type	Original
Sec. Party	SUPER G FUNDING, LLC, NEWPORT BEACH, CA
Debtor	AGILE MIND EDUCATIONAL HOLDINGS, INC
Filing No.	2016 8074377
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	12-28-2016
Latest Info Received	03-03-2017

Collateral	Inventory including proceeds and products - Assets including proceeds and products - Account(s) including proceeds and products - Farm products/crops including proceeds and products - and OTHERS
Type	Original
Sec. Party	PORTER CAPITAL CORPORATION, BIRMINGHAM, AL
Debtor	AGILE MIND and OTHERS
Filing No.	2017 6720467
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	10-09-2017
Latest Info Received	11-14-2017

Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - Assets including proceeds and products - Farm products/crops including proceeds and products - and OTHERS
Type	Original
Sec. Party	PORTER CAPITAL CORPORATION, BIRMINGHAM, AL
Debtor	AGILE MIND and OTHERS
Filing No.	170034142698
Filed With	SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX
Date Filed	10-09-2017
Latest Info Received	10-17-2017

Collateral	Leased Equipment
Type	Original
Sec. Party	TECHNOLOGY CREDIT CORPORATION, SAN JOSE, CA
Debtor	AGILE MIND EDUCATION HOLDINGS, INC.
Filing No.	2010 4534602
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	12-21-2010
Latest Info Received	02-04-2011

GOVERNMENT ACTIVITY

Activity summary

Borrower (Dir/Guar)	NO
----------------------------	----

Administrative Debt	NO
Contractor	NO
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	YES (2019)
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

This information may not be reproduced in whole or in part by any means of reproduction.

Special Events

05-09-2014

Business address has changed from 4101 William D Tate Ave Ste 220, Grapevine, TX, 76051 to 1705 W Northwest Hwy Ste 160, Grapevine, TX, 76051.

03-15-2011

Business address has changed from 1100 S Main St Ste 101, Grapevine, TX, 76051 to 4101 William D Tate Ave Ste 220, Grapevine, TX, 76051.

10-25-2006

Source(s) indicate the address shown above may no longer be used by this business.

10-23-2005

Source(s) indicate the address shown above may no longer be used by this business.

History & Operations

COMPANY OVERVIEW

Company Name	Phone	History
AGILE MIND EDUCATIONAL HOLDINGS INC	817 329-2223	CLEAR
Street Address	URL	Present management control
1705 W Northwest Hwy Ste 160 Grapevine, TX 76051	www.agilemind.net	17 years

HISTORY

The following information was reported **08/18/2014**

Officer(s): • GREGG MCFARLAND, COO

DIRECTOR(S): THE OFFICER(S)

Corporate Details unavailable.

Business started 2002. 100% of capital stock is owned by Linda J Chaput, Ceo.

Business address has changed from 1100 S Main St Ste 101, Grapevine, TX, 76051 to 4101 William D Tate Ave Ste 220, Grapevine, TX, 76051.

Business address has changed from 4101 William D Tate Ave Ste 220, Grapevine, TX, 76051 to 1705 W Northwest Hwy Ste 160, Grapevine, TX, 76051.

OPERATIONS

08/18/2014

Description:

- ADDITIONAL TELEPHONE NUMBER(S): Toll-Free 888 284-4655.

Employees: 5 which includes officer(s).

Facilities: Rents 1,200 sq. ft. on 1st floor of 2 story brick building.

Subsidiaries:

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

- 7373 0100 Systems software development services

NAICS:

- 541512 Computer Systems Design Services

Financials

COMPANY FINANCIALS

D&B

Graph cannot be created

ADDITIONAL FINANCIAL DATA

Repeated attempts to contact business were unsuccessful.

REQUEST FINANCIALS STATEMENTS

You can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information by clicking the button below.

<input type="checkbox"/> Financial Date Requested	Requested Period	Requested Year	Requested By	Received Date	Status
---	----------------------------------	--------------------------------	------------------------------	-------------------------------	------------------------

No data found

The requested financials below were provided by AGILE MIND EDUCATIONAL HOLDINGS INC and are not DUNSRight certified.

KEY BUSINESS RATIOS

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments : 15

Industry Norms Based On 15 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	UN	8.1	UN
Return on Net Worth %	UN	44.7	UN
Short Term Solvency			
Current Ratio	UN	2.7	UN
Quick Ratio	UN	2.6	UN
Efficiency			
Assets to Sale %	UN	23.7	UN
Sales/Net Working Capital	UN	11.1	UN
Utilization			
Total Liabilities / Net Worth %	UN	66.3	UN
			UN = Unavailable

Spread Financials

This information may not be reproduced in whole or in part by any means of reproduction.

Disclaimer:

The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

©Dun & Bradstreet, Inc. 2005-2019. All rights reserved

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this ____ day of _____ 20 __, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners, Public Sector”), and Agile Mind Educational Holdings, Inc (“Supplier”).

RECITALS

WHEREAS, the _____ (the “Principal Procurement Agency”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “Public Agencies”), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “Participating Public Agency”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY

WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An “Administrative Fee” shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of percent (%) (“Administrative Fee Percentage”) multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) (“Contract Sales”). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency’s Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month for only sales completed under the Master Agreement terms and arrangements . The Contract Sales reporting format is provided as Exhibit C (“Contract Sales Report”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency’s sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector’s sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector by the 30th day of the month following the payment to Agile Mind by purchasing Public Agency. Administrative fee payments will not be made by Supplier prior to the Supplier receipt of payment from the purchasing Public Agency. at the frequency and on the due date stated in Section 13, above, for Supplier’s submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency’s sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector’s sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of ~~one and~~ one-half percent (~~+~~1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector’s sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the ~~location designated by OMNIA Partners~~ Suppliers principal business office, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector’s

reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. ~~If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.~~

18. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may ~~not assign at its sole discretion~~ obligations hereunder ~~to an affiliate or purchaser of Supplier without the prior written consent of OMNIA Partners, Public Sector.~~

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be

deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**OMNIA PARTNERS, PUBLIC
SECTOR**

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

DOC #1

**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: Agile Mind Educational Holdings Inc.

Street: 1705 W. Northwest Highway, Suite 160

City, State, Zip Code: Grapevine, TX 76051

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 Gregg McFarland, an authorized representative of Agile Mind Educational Holdings, Inc., 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
John H. Martinson	23 S. Lincoln Avenue, Newtown, PA 18940	37.6%
Nancy Peretsman	C/O Allen & Company, 711 Fifth Avenue, NY, NY 10022	17.0%
Linda Chaput	805 East 35 th Street, Austin TX 78705	17.8%

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



November 13, 2019

Date

Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: Agile Mind Educational Holdings, Inc.

Street: 1705 W. Northwest Hwy Suite 160

City, State, Zip Code: Grapevine TX 76051

State of Texas

County of Tarrant

I, Gregg McFarland of the Southlake

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

I am the President, Agile Initiatives of the firm of Agile Mind Educational Holding, Inc.

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

Agile Mind Educational Holdings, Inc. Company Name

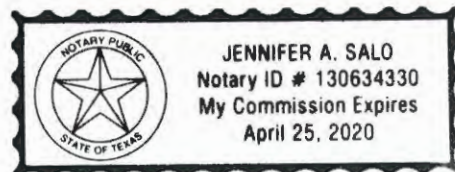
Gregg McFarland President, Agile Initiatives Authorized Signature & Title

Subscribed and sworn before me

this 12th day of November, 2019

Jennifer A. Salo Notary Public of Texas

My commission expires April 25, 2020



SEAL

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

Company Name: Agile Mind Educational Holdings, Inc.

Street: 1705 W Northwest Highway Suite 160

City, State, Zip Code: Grapevine, TX 76051

Proposal Certification:

Indicate below company’s compliance with New Jersey Affirmative Action regulations. Company’s proposal will be accepted even if company is 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.



November 13, 2019
Date

Authorized Signature

A. 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 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

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 <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. 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 at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). 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.”

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 Executive}

County Clerk

Surrogate

Sheriff

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Agile Mind Educational Holdings, Inc.

[X] 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

[X] 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:

Table with 2 columns: Name and Home Address. Rows for John Martinson, Nancy Peretsman, and Linda Chaput.

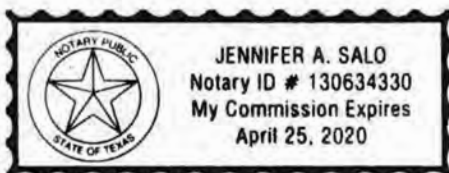
Subscribed and sworn before me this 13th day of November 2019.

(Notary Public) Jennifer A. Salo

My Commission expires: April 25, 2020

Signature of Affiant: [Signature]
(Affiant)
President - Agile Initiatives
(Print name & title of affiant)

(Corporate Seal)



**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ Bidder/Offeror: _____

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

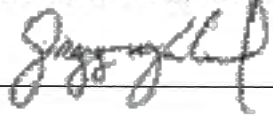
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature:  _____
Title: _____ Date: _____

05/07/18

Taxpayer Identification# 270-008-203/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

AGILE MIND EDUCATIONAL HOLDINGS, INC.

TRADE NAME:

ADDRESS:

1705 W NORTHWEST HWY STE 160
GRAPEVINE TX 76051

SEQUENCE NUMBER:

1825208

EFFECTIVE DATE:

09/30/13

ISSUANCE DATE:

05/07/18

Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

TAB 4 – Qualifications and Experience - responding to section IV. 2. (c)

Agile Mind Company Profile and Capabilities



*Our mission is to **transform** the teaching and learning of middle and high school math and science.*

*We help education systems **equip all students for success** in higher education and the careers beyond.*

Corporate Headquarters:

Agile Mind
1705 W. Northwest Highway, Suite 160
Grapevine, TX 76051
(866) 284-4655
www.agilemind.com

Region 4 Representative:

Gregg McFarland
President-Agile Initiatives

817-329-2015
gmcfarland@agilemind.com

COMPANY PROFILE

Agile Mind Educational Holdings, Inc. (Agile Mind) was founded in 2001 to enhance equity and high achievement in middle and high school education. Through rigorous program experiences in math for grades 6-12, as well as, a set of acclaimed programs addressing the social and emotional needs of adolescents, the company's mission is to prepare all students for success in life and work in the 21st century.

Since our founding collaboration, Agile Mind and the Charles A. Dana Center at the University of Texas at Austin have developed research-based, blended technology-enhanced mathematics programs, tools, and professional development services to support districts, schools, and teachers in fostering and sustaining high achievement. Since 2001, Agile Mind, has served thousands of educators and millions of students – across the United States and produced strong evidence of having transformed student engagement and achievement, coupled with an asset-based approach to building teacher effectiveness. Data from our partner school districts indicate that effective implementation of Agile Mind course programs enhances growth in student achievement.

Agile Mind's Math programs have been evaluated and ranked among the highest in the US, by the external, non-profit organization, EdReports.org. A copy of this in depth report can be accessed at:

<https://www.edreports.org/reports/overview/agile-mind-middle-school-mathematics-2016>
<https://www.edreports.org/reports/overview/agile-mind-2016>

Agile Mind Team Profile (Key Team Members)

Name	Role/Title	Phone	Email	Key Responsibilities
Gregg McFarland	President – Agile Initiatives Cofounder	817-329-2015	gmcfarland@agilemind.com	Point of contact - Key partnership lead for overall success, agreement, and quality service. Has 30 years of management and business development experience dedicated to PK-16 educational technology business
Michele De La Garza	Regional Director of Professional Services	210-387-6392	mdelagarza@agilemind.com	Lead Implementation director for this Project – Provides instructional and implementation leadership, management of professional services advisor team, services scheduling, delivery, and follow up. Has extensive math teaching background, and implementation consulting experience for large K12 initiatives. Manages all instructional team assignments and services delivery.
Hallie Brantley	Partner Services Manager	866-284-4655 ext 3062	hbrantley@agilemind.com	Post Sale Support Manager for District - including Technical Support for District parents, students, teachers, and staff; oversees logistical and operational services (including class rostering, materials delivery, etc.), and works in tandem with Regional Director of Professional Services to ensure project success and teacher satisfaction. Has a background in customer support, with several years in school support for educational technology products and programs.
John Moore	Vice President, Educational Partnerships	503-780-0804	jmoore@agilemind.com	Executive leader of all district partnerships – oversees business development team members and holds executive level responsibilities for quality outcomes. A strong background of team leadership for educational service companies – with a focus on 12 partner success.
David Savage	Vice President, Professional Services	301-956-0986	dsavage@agilemind.com	Executive leader for all district professional services. Oversees quality and execution of instructional support for teachers, site leaders, and district administration. Has a strong background in K12 school administration, district services and leading a diverse, high-quality team in protocol development, enactment, and assessment.

Why Agile Mind?

Foundational to the Dana Center/Agile Mind mathematics programs are these principles: that all students, regardless of their life circumstances, need and deserve access to challenging curricula every day, and that all teachers need and deserve tools and data that help them address the changing demands of the accountability landscape and the varied experiences their students bring.

The work of Agile Mind is designed to equip educators to engage all students in deep learning of your standards, support teachers in best practice, and do so in a way that is accessible and scalable in all classrooms, every day, for every student.

Our programs foster classrooms in which all students can access key mathematics' concepts, embrace challenging work, persist through failure, and succeed.

For teachers, this means having access to comprehensive programs and proven professional experiences and resources that enable them to adapt their teaching practice to the full diversity of the students they serve.



Comprehensive, Fully Aligned Curriculum

Focus and Coherence

Agile Mind's mathematics programs attend to the full intent of current state Learning Standards. The curriculum is comprehensive and coherent, making meaningful connections among concepts in a single course and throughout the middle and high school series.

Rigor and Balance

A deep and authentic command of mathematics is reflected in three aspects of learning: conceptual mastery, procedural skill and fluency, and application—or the ability to correctly apply mathematics in different situations.

Throughout the lessons, homework, practice, and assessments, students work on rich tasks that ensure their learning reflects the rigor of the standards. Lessons are designed to support the development of conceptual understanding, and the use of multiple representations and real-world contexts support differentiation for diverse learners. Students work on rich problem-solving tasks designed to develop their ability to utilize mathematical concepts and skills in engaging applications. And finally, strategic, deliberate practice and

review—supported through offline printed materials and online practice—enable students to attain the fluencies and skills required.

Support for the Mathematical Practices

Agile Mind Mathematics Courses are designed to provide you with the resources you need to engage all your students, foster confidence and motivation, and increase achievement—every day. Our programs include a variety of resources that promote student engagement in the mathematical practice standards:

- Interactive animations, simulations, extended explorations, and next-generation assessments deepen student understanding of central concepts.
- Student Activity Sheets offer opportunities for students to work independently and in groups and to show their thinking on paper.
- Advice for Instruction provides detailed lesson guidance, including page-by-page advice for facilitating content explorations and probing, scaffolding, and extension questions to promote appropriate or useful mathematical practices—all designed to elevate teacher-student interactions beyond simple “question and answer” routines.

The practice standards represent the natural ways in which students come to understand and do mathematics. While, depending on the content to be understood or on the problem to be solved, any practice might be encouraged by teachers and applied by students, some practices may prove more useful than others in a given lesson, a problem, or a topic.

Our programs have been top rated by Ed Reports for exemplary coverage of the standards and for including powerful resources to support teachers and students.



Engaging Content and Classroom Experiences

Agile Mind’s rigorous and supportive curriculum promotes student engagement, collaboration, and perseverance. Our materials foster deep mathematical understanding through rich problem-solving activities, real-world connections, powerful visualizations and animations, and frequent opportunities for student discourse and collaboration.

Blended Learning Approach

Agile Mind is presented in a blended format, meaning some essential materials are provided online and others in print. Teachers and students have access to the same curriculum content available online for presentation in class and to access outside of class, either at home, or in a library or community center -- anywhere users have Internet access. A blended format enables us to enrich our programs with interactive animations and extended explorations that deepen student understanding of central concepts and allow teachers to easily represent concepts that might otherwise be difficult to teach. This illustration depicts a typical Agile Mind classroom.

Agile Mind programs leverage technology in powerful ways. But regardless of how technology is deployed, the teacher facilitates the classroom experience. The curriculum can be shared with an entire class by being projected. In this model, all that is needed is a computer, access to the Internet, and a projection device.

In one-to-one settings or with shared devices, students work online at the direction of their teacher. any, Students work in pairs or small table groups and use print activity sheets and manipulatives as they engage in challenging tasks, collaborate with peers, demonstrate their thinking, and reflect on their learning.



Course Design

The course syllabus is organized as a series of topics. Each topic provides resources for a number of lessons developed around key learning goals and objectives related to the standards. The instructional components of a topic work to first make the most crucial big ideas transparent to learners and then to sequence them in such a way that students are able to build their understanding by making connections among and across those ideas. Integrated throughout are research-based strategies and supports deemed most effective for student learning.

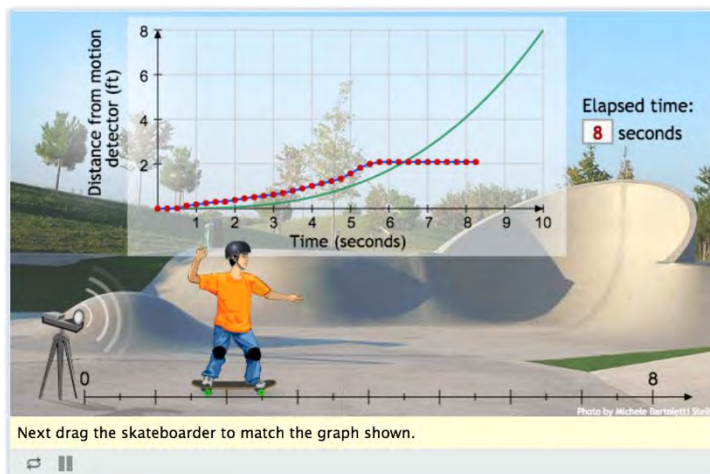
Rich Problem-Solving Tasks and Real-World Scenarios

The underlying design of the Agile Mind programs is to engage students in solving worthy problems to motivate learning and develop their mathematical understanding. The program then provides a variety of activities -- in familiar and new contexts -- that allow students to apply and reinforce what they have learned.

The mathematics is first introduced with animations, simulations, and real-world scenarios. Approaching ideas conceptually, in the context of the real world, connects new ideas to students' own experiences and prior knowledge, helping them better engage with and understand the meaning of the new learning. Engaging students through real-world scenarios helps motivate a wide range of learners and can be a critical strategy for supporting English Language Learners.

Animations, Interactive Simulations, and Visualizations

The programs include hundreds of online animations and interactive simulations embedded in the instructional components that support dynamic lessons every day to promote engagement, discourse and discovery. They T This approach is designed to help teach standards-based concepts proven difficult to learn without visualizations that and to provide memorable mental models. They help students learn concepts more efficiently and more deeply.



Frequent Opportunities to Read, Write, and Talk About the Math

During daily lessons and homework, students are provided consistent, ongoing opportunities to participate in active classroom discussion and to speak and write about the subject matter in meaningful ways that encourage reasoning, justifying, generalizing, and deepening content knowledge. Students develop understanding and represent it in multiple forms: in tables, graphs, words, and equations.

Teachers who use Agile Mind describe a higher degree of engagement as they use the visualizations of key concepts, real-world contexts for problem solving, and lesson-specific guidance for fostering student discourse and collaboration.

Distributed Practice to Promote Understanding, Skill, and Fluency

Our Approach

The approach to practice of The Charles A. Dana Center and Agile Mind mathematics programs is based upon long-standing research that supports the use of distributed practice in mathematics, meaning that students practice and apply new skills and concepts in chunks and engage in this practice over a longer period of time.

Our curriculum includes several means to promote practice and application of concepts and principles, as well as the ongoing practice of procedural skills to build automaticity and fluency. Continual practice and review are

incorporated within the program's daily lessons, homework assignments, and embedded assessments — both online and through paper-and-pencil.

Embedded, Distributed Practice in Daily Lesson Resources

Students engage in the practice and application of new skills through the daily lesson resources:

- Animations that provide practice and application opportunities
- Interactive puzzles
- Discussion prompts
- Questioning strategies suggested in the teacher materials that prompt students to think critically, and to verbalize or write about their arguments and justification of thinking
- Reinforce/Review questions in the Student Activity Sheets that provide distributed practice opportunities throughout the daily lessons, as well as additional paper-and-pencil opportunities for nightly homework

Interactive puzzle with embedded practice

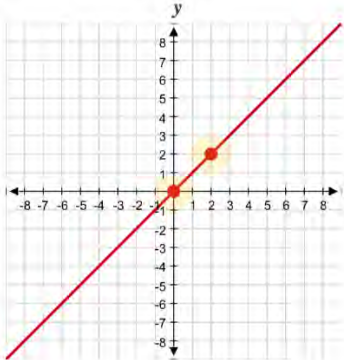
Student Activity Sheet with Reinforce items

Online Practice Components

In addition to the practice embedded in the daily lessons, *Guided practice* and *More practice* components offer formal, online opportunities for student to practice and apply new learning in familiar and new contexts.

The online practice items contain next-generation items designed to engage students and capture more authentic evidence on the progress of learning. When appropriate, hints are available to help students organize their thinking, and students get multiple tries to assess and demonstrate their learning.

Drag the 2 points to graph the function $4x + 5y = 20$.



Reset graph

Hint Submit Answer

There are several ways to graph this line. One way is to change the equation to slope intercept form. Another way is to use the x and y -intercepts. Because this equation is given in standard form, you can solve for the x and y -intercepts. How can you use those two points to graph the line?

In addition to the practice and assessment resources available in the topics, Agile Assessment, a repository with over 6000 items covering standards for grades 6 through Algebra II is available to provide teachers with a flexible tool for creating practice and assessment opportunities.

The Agile Mind curriculum offers thousands of practice opportunities for students to apply and master new learning, while continuously reviewing skills.

Assessment and Real-Time Reporting

Assessment

Each topic includes an end-of-topic assessment component called *Automatically scored*. This assessment simulates higher-stakes testing and can be used by teachers to create topic quizzes. The items are automatically graded so students and teachers receive real-time data on the progress of learning. All assessments can be printed as desired.

agile Mind

My Agile Mind My Courses My Glossary My Agile Assessment

Course Contents

10. Systems of linear equations and inequalities

11. Other methods for solving systems

12. Other non-linear relationships

13. Laws of exponents

14. Exponential functions and equations

15. Graphs of quadratic functions

16. Operations on polynomials

17. Modeling with quadratic functions

Overview

Exploring

Summary

Practice

Assessment

Automatically scored

Constructed response


Activity sheets

18. Solving quadratic equations

19. The quadratic formula

Automatically scored (page 1)

Your students can only see this question when you include it in a quiz.



In the cafeteria, cans are stacked in a pattern as shown.

Which equation gives the number of cans in the arrangement, T , where the cans are stacked n rows high?

$T = \frac{1}{2}n(n-1)$

$T = 2n(n-1)$

$T = \frac{1}{2}n(n+1)$


$T = 2n(n+1)$

Submit Answer

Automatically scored assessment item

Performance Tasks

Agile Mind's *Constructed response* tasks and Mathematics Assessment Resource Service (MARS) tasks provide students with opportunities to demonstrate their ability to apply what they have learned in new contexts. Rubrics are available.



3.5 feet

- Graph a diagram of the pitch in a convenient way on a coordinate plane. Label all known distances on your graph.
- What is the length of the path the ball travels? Round your answer to the nearest hundredth.
- What will be the ball's location on your graph when the batter should begin his swing?
- Approximately how many seconds does it take for the ball to reach the plate?

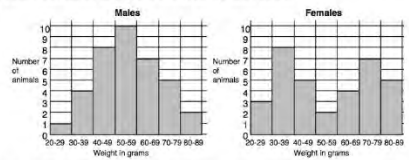
Constructed Response task

Animals

Hugh works in a nature reserve. He has caught a number of animals of one species in an area of woodland. He records their weights in grams, then he puts their weights in grouped frequency tables.

Males		Females	
Weight in grams	Number of animals	Weight in grams	Number of animals
20-29	1	20-29	3
30-39	4	30-39	8
40-49	8	40-49	5
50-59	10	50-59	2
60-69	7	60-69	4
70-79	5	70-79	7
80-89	2	80-89	5

Hugh uses these tables to plot the two graphs shown below.



- Find the median weights of the male and female animals. In which groups do they lie?
Males _____ Females _____
- Using the graphs and tables for evidence, write three different statements comparing the similarities and differences between the weights of the male and female animals.

MARS Task

Real-time Data and Reporting on Student Progress

Thornton-Eng Algebra I (Per 2a) 17-18

Quiz Topic 16
Feb 6, 2018, 8:00am - 12:27pm
4 questions require scoring, 0% complete

Quiz questions: 10
Students: 20/25 (Started/#)

Student	Effort hh:mm	% Tried	Score	1	2	3	4	5	6	7	8	9	10
Arconada, Leahonia	00:06 ↑	100%	33%	5	x	x	x					x	5
Barber, Cliff	00:07 ↑	100%	33%	5	x	x	x					x	5
Blanes, Tabora	00:02	80%	0% ↓	x	x	x	x					x	
Borrero, Irune	00:02	100%	50%	x	x	x	5					5	5
Brady, Brittany	00:02	80%	14%	5	x	x	x					x	
Bright, Melissa	00:01	0%	0% ↓										
Christensen, Dalton	00:02	100%	67% ↑	5	5	x	x					5	5
Conde, Jimena	00:02	100%	50%	5	x	x	x					5	5

Quiz Results for a Student
Quiz: A1/T4 Rate of Change Quiz
Quizzed on: Nov 14, 7:57am - Dec 7, 2017, 6:05am
Student: Brady, Brittany
Class: Thornton-CCSS Alg I (Per 2a) 17-18, CCSS Algebra I
School: Trumbull Union High School, De Baca ISD
Quiz questions: 13

Score	Effort hh:mm	% Tried
62%	00:22	100%

Key

Question	Item type	Score	Response
1	MCSA	✓	C
2	MCSA	✓	B
3	MCSA	✓	B
4	FIB	x	A 30
5	FIB	✓	A -45

Course Usage for my Classes
Dates: Oct 25, 12:00am - Jul 25, 2018, 11:59pm
School: Trumbull Union High School, De Baca ISD
Course: CCSS Algebra I
Assignment questions: 591
Quiz questions: 226

Class	Last access	Quiz scores	Progress	Effort hh:mm
Thornton-CCSS Alg I (Per 1a) 17-18	Jul 12, 2018			237:35
Thornton-CCSS Alg I (Per 2a) 17-18	Jan 9, 2018			197:23

Automatic grading of tasks - Automatic grading of tasks and associated real-time reports help students and teachers focus on progress. The real-time data surface “what now?” questions both for individuals and groups and support use of data to inform differentiation strategies.

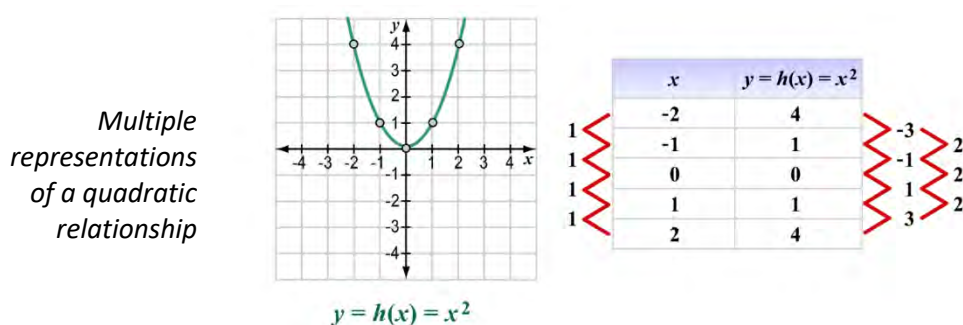
Effort – Information on the time students spend on task allows you to better understand whether you have a teaching problem or a motivation/engagement problem.

Intuitive graphics – help you quickly and conveniently pinpoint student progress on assignments and identify which are struggling and which are thriving, connecting effort with outcomes.

Supports for Differentiation

Research demonstrates that increasing rigor and providing scaffolding for students positively impact student achievement. Agile Mind programs are designed to help teachers provide rigorous, yet accessible instructional experiences for every student, with the primary strategies being rich problem-solving tasks with multiple entry points, productive group work, and the use of framing and reframing questions.

- From the syllabus, to the topic, to the learning object level—Agile Mind programs are designed to scaffold student learning towards mastery of content
- All of our resources are structured so that teachers can provide multiple pathways for learners. This is evident in design of text, visualizations, problems, and assessments.
- Design attributes of animations, visualizations, simulation tools, real-world contextualization, conceptual development and multiple representations are engineered to engage students in substantive learning—and to ensure opportunities for re-engagement.
- Our Advice for Instruction—which is designed as part of our blended model of professional development—equips educators with explicit strategies for differentiated instruction, in appropriate scaffolding of learning to provide access for all learners, in how to manage productive group work, in framing and reframing questions to guide instruction, and in deepening students’ thinking around and understanding of concepts.
- Key to the ability to differentiate responsibly are accurate, timely data on student behaviors. It is unrealistic to ask teachers to manage a demanding instructional load, grade multiple papers, and then to diagnose and address challenges and opportunities for every student in every classroom every day. For this reason, we make data about student behavior—including performance on assigned tasks and assessment items—available to teachers in real time. In our experience, having access to data enhances teacher effectiveness in differentiation and authentic personalization.



By presenting key concepts and new learning with images, graphic organizers, animations, and multiple representations of mathematical relationships, our course programs enable teachers to provide students with multiple entry points.

In the table below, Agile Mind components that are designed for differentiation are identified for Curricular Content, Practice and Assessment, and Teacher Supports.

Curricular Content	Practice and Assessment	Teacher Supports (Advice for Instruction)
Rich problem-solving tasks to develop conceptual understanding	Embedded puzzles and questioning strategies to check for understanding	Advice for differentiation and scaffolding during a lesson
Real world contexts to support engagement and deeper learning	Student Activity Sheets and <i>Constructed response</i> performance tasks with opportunities to apply learning in new contexts and produce a variety of work	Support for classroom discourse and small group, peer-to-peer discussions
Graphics, animated visualizations, and interactive simulations	Online items to provide opportunities to practice and apply skills, assess learning, and master understanding	Framing and reframing questioning strategies to guide instruction
Multiple representations of mathematical relationships	Real time data on student learning	

Supports for English Language Learners

English Language Learners (ELLs) are a significant and growing percentage of our nation’s learners, and the challenge of supporting these students to achieve at high levels is faced in every classroom. This reality, combined with the expectation of a high-quality education that equips many more learners for vibrant economic futures, requires rich, practical tools and teaching strategies that support ELLs—and all students—in developing academic literacy and achieving deeper understanding.

National and state reviews indicate superior support for ELLs

Agile Mind is proud to offer comprehensive ELL resources for middle and high school mathematics. State- and national-level reviews have praised our programs for providing superior support for ELLs and other special populations (*EdReports* indicator 3u; IMET indicator 7c). Just as important, our school and district partners report our ELL resources to be exemplary, from the overall program design to the embedded tools.

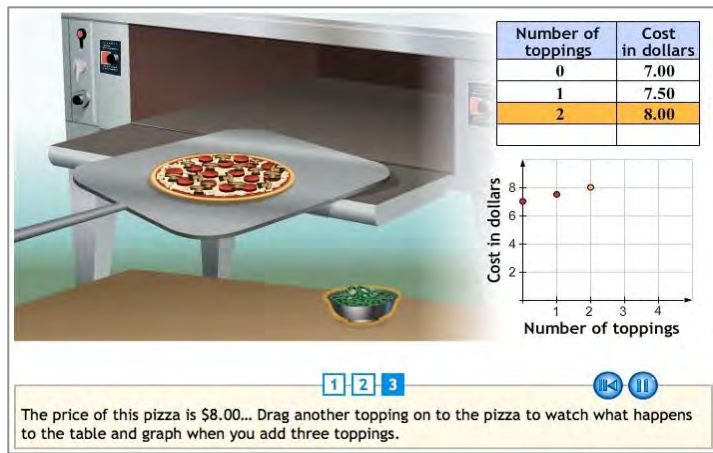
INDICATOR 3U

Materials provide support, accommodations, and modifications for English Language Learners and other special populations that will support their regular and active participation in learning mathematics (e.g., modifying vocabulary words within word problems).

Programs support language learning in the context of mathematics

Agile Mind programs support ELLs and other special populations of students in many ways to foster their acquisition of academic vocabulary, conceptual understanding of the mathematics, and development of mathematical skills and proficiencies:

- Multiple representations of relationships help students develop deeper understanding
- Real-world scenarios connect ideas to students' own experiences
- Interactive visualizations and animations and imagery represent key ideas
- Terms are clearly defined within the context of what is being learned
- Language connections and visual representations strengthen vocabulary development
- Word origins and multiple meanings for terms are used to develop connections between familiar, everyday language and academic vocabulary
- Embedded questions drive student inquiry, help students make connections, and support development of conceptual mastery



Approaching ideas conceptually, in the context of the real world, connects new ideas to students' own experiences and prior knowledge, helping them better understand the meaning of the new learning.

Explicit resources and embedded advice provide guidance for teachers

- The *Advice for Instruction* provides teachers with research-based supports and instructional strategies that are effective with ELLs
- Guidance for teachers helps promote student discourse and active classroom participation
- Online professional learning resources detail how program design elements support ELL students, and explain strategies for teaching ELLs
- A Glossary of key terms with visual examples is available in English and Spanish
- Student Activity Books are available in Spanish.

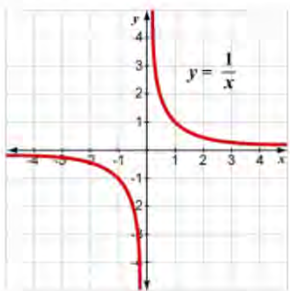
Agile Mind is engineered to work seamlessly with language translation tools

Educators who choose to use online translation tools such as Google Translate® with our programs report they are convenient and highly effective, in part because our system is optimized to work well with them.

rational function

A function that can be written as a polynomial divided by a polynomial is called a rational function.

The image shows the graph of the parent rational function, $y = \frac{1}{x}$.



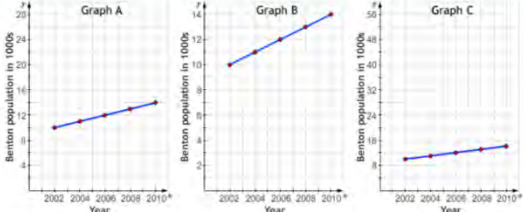
función racional

Una función que puede escribirse como un polinomio dividido por otro polinomio se llama función racional.

La imagen muestra el gráfico de la función racional precursora, $y = \frac{1}{x}$.

Estudiante: _____ Clase: _____ Fecha: _____

Constructing graphs
Hoja 2 de Actividad del Estudiante; Exploring "Representing data" Page 1 of 8



1. Usa los números de población dados para completar la tabla y ayudarte a analizar cada gráfica.

	Población de Benton		
	AÑO 2002	2006	2010
11,000			
13,000			
10,000			
14,000			
12,000			

Gráfica A

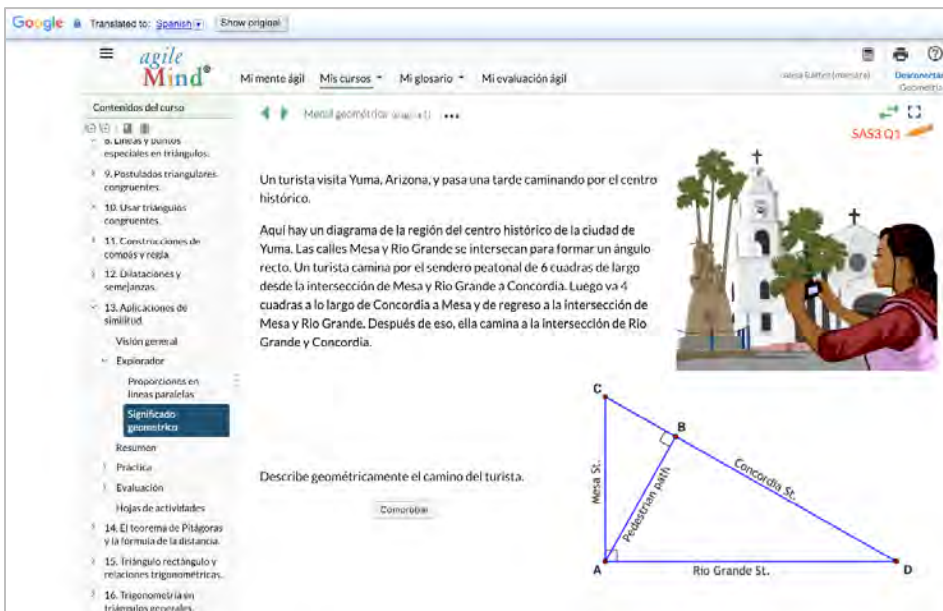
Gráfica B

Gráfica C

2. Mira las escalas horizontales y verticales para cada una de las gráficas. ¿Qué notas?

English/Spanish glossary of key terms


Spanish version Student Activity Book



Un turista visita Yuma, Arizona, y pasa una tarde caminando por el centro histórico.

Aquí hay un diagrama de la región del centro histórico de la ciudad de Yuma. Las calles Mesa y Rio Grande se intersecan para formar un ángulo recto. Un turista camina por el sendero peatonal de 6 cuadras de largo desde la intersección de Mesa y Rio Grande a Concordia. Luego va 4 cuadras a lo largo de Concordia a Mesa y de regreso a la intersección de Mesa y Rio Grande. Después de eso, ella camina a la intersección de Rio Grande y Concordia.

Describe geoméricamente el camino del turista.



Online page in Spanish using Google Translate

Research-based Social and Emotional Supports Embedded with Algebra

Agile Mind's Intensified Algebra I intervention program has social and emotional research embedded within the curriculum in order to help address students who struggle overcome negative thinking and unproductive behaviors. Incorporated from Agile Mind's Academic Youth Development (AYD) family of programs, this content is based upon leading social sciences theory and social psychological research that addresses how students learn.

Developed by Agile Mind and the Charles A. Dana Center at The University of Texas in collaboration with leading psychologists, AYD translates the latest research on student motivation, persistence, social and emotional learning, and understanding of intelligence into practical strategies that can transform how students transition to and succeed in high school. Social and emotional learning (SEL) competencies, defined most authoritatively by CASEL, define the categories of thoughts, feelings, and behaviors that contribute to students' academic and personal success. AYD helps educators and learners understand, develop, and extend these skills, through explicit instruction and application in academic situations. Since its inception AYD has been implemented in more than 500 schools in 13 states.

Independent research demonstrates that AYD:

- Creates beneficial changes in how students understand intelligence and their own ability to achieve
- Improves learning cultures in classrooms and schools
- Increases teachers' understanding of the roles that motivation and self-management play in student achievement

Comprehensive Professional Support for Your Teachers

Online and Printed Teacher Supports

Our programs are designed with built in supports for educators, to ensure the teachers in the classroom have the tools and resources they need to be effective. Each Agile Mind course is designed to equip teachers to present new content in ways that are accessible to all students, to continuously review and repair misconceptions, and to develop mastery with grade-level standards. Available to educators 24x7 is a comprehensive system for professional learning and support:

- **Advice for Instruction** makes guidance available for planning a topic and for teaching each lesson in a topic. This guidance includes:
 - Strategies for facilitating exploration of key concepts that engage all learners
 - Suggestions for promoting discourse, and for individual, small-group, and whole-class learning
 - Guidance for scaffolding and deepening student learning, and for differentiating instruction for learners with diverse needs
 - Embedded questions and advice in lessons to help teachers support struggling learners
 - Instructional strategies proven to be effective with English Language Learners as well as other special populations of learners
 - Further questions to extend students' conceptual understanding and push at higher Depth of Knowledge indicators
 - Strategic advice to teachers that highlights opportunities to build students' proficiency with the eight mathematical practice standards
- **Scope and Sequence.** A powerful entry point for the Agile Mind services is aligning resources to your district timeline for instruction. The Agile Mind topics closely reflect this comprehensive scope & sequence. A Scope and Sequence – with topic descriptions, pacing information, and alignment to the standards can be found in Professional Support.
- **Alignment to standards.** To best plan the use of the standards-based curriculum and instruction, you will find correlations from Agile Mind topics to the state and national standards. These alignments can be found in Course Materials.
- **Videos and essays.** In using the Agile Mind curriculum and instructional resources to their best advantage, teachers are supported with How-To videos, live and recorded webinars, monthly virtual sessions, and online advice for teaching targeted concepts and skills

Face-to-Face Professional Development and Virtual Support

A blended professional support approach to ensure effective program implementation

Our model of professional development introduces and sustains high-yield strategies in the use of our programs and tools to increase student engagement and achievement in mathematics. Through this model, our partner schools have reported experiencing significant gains in the number and diversity of students who are leaving high school ready for college and the workplace.

To achieve those objectives with partner schools and districts while accommodating the challenges they face—such as the costs of preparation time for teachers and out-of-class time for professional development—we design and deliver a mix of services that leverage both in-person support and next-generation technology.

Agile Mind Summer Institutes (2 days)

Each year, teachers, coaches and instructional leaders—from those who are just getting started with Agile Mind to our most experienced users—participate in face-to-face professional development Institutes. They learn to use and integrate Agile Mind planning and instructional tools and assessment materials into their practices, gain experience in collaborating and using common lessons and assessments, and strengthen strategies for ensuring a successful, rigorous learning experience for all students without sacrificing coverage of the syllabus.

Differentiated sessions are organized around participation in specific course programs. To support the implementation of these programs, Institutes provide:

- Comprehensive walkthroughs of our programs to develop participants' understanding of the instructional tools, assessment tools, and supporting resources
- Specific guidance on how to use the online tools and engagement strategies to ensure that teachers have the confidence and understanding to build strong implementations
- Research on outcomes of effective practices and on setting reasonable expectations for success
- Half-day leadership sessions to equip district and campus leaders with high-yield practices for implementation of the program and integration of Agile Mind programs into their curriculum

Our model of professional development introduces and sustains high-yield strategies in the use of our programs and tools to increase student engagement and achievement in mathematics. Through this model, our partner schools have reported experiencing significant gains in the number and diversity of students who are leaving high school ready for college and the workplace.

Advisor Services

In addition to Institute attendance, customized Advisor sessions during the academic year support teachers and leaders in successful implementation and are designed to meet their most pressing needs.

- Advisors conduct pre-session analyses and collaborate with staff to customize sessions
- Either by telephone, webinar, or on site (in districts having sufficient teacher participants), Advisors share the experiences of educators in other settings and work with teachers to develop their confidence and their success using Agile Mind programs
- After each session, Advisors provide to identified district or school leaders a written summary of session activities and outcomes and recommended next steps to strengthen the implementation
- Advisors themselves available by phone and email for ongoing just-in-time support

Virtual Advisor Services

Virtual Advisor Services can be utilized flexibly to meet the needs of teachers and leaders. An Agile Mind Virtual Advisor Service is approximately 2 hours of “face” time with teachers and leaders that may happen continuously but could also happen iteratively over two or three live sessions. If teachers have additional questions around content or pedagogy, they are always welcome to e-mail Coach@agilemind.com for support.

Iterative Video Coaching

Agile Mind Advisors pair with teachers and identify focus for coaching cycles. The Advisor and the teacher plan for implementation of a component of a lesson. The teacher videos a 5-10 minute clip of instruction. Using conferencing tools, the teacher and Advisor unpack the instruction, refocus on coaching outcomes, and plan for the next component. Agile Mind recommends four or more coaching cycles with each teacher.

Planning-focused live webinars

The focus of these webinars is in planning for a common upcoming lesson with specific attributes of lesson facilitation such as formative assessment, developing conceptual understanding, student-led solutions, or a focus of the district/teacher's choosing.

Using student data to drive instruction live webinar

The focus of these webinars is using student data to inform differentiation of upcoming instruction. Teachers scan and submit student artifacts in advance of webinar (when analyzing in conjunction with online performance data, too). Advisor utilizes artifacts to drive instructional decisions in upcoming common lessons.

Customized webinars

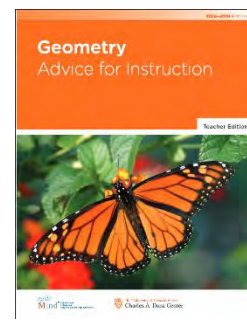
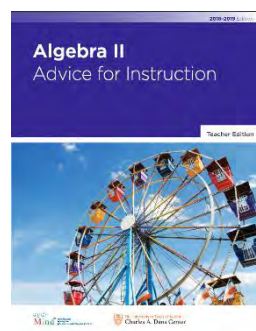
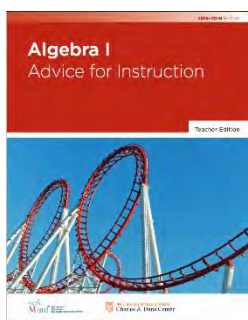
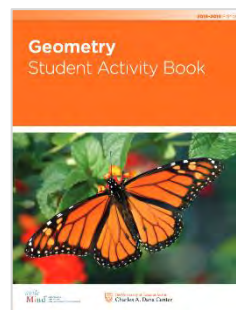
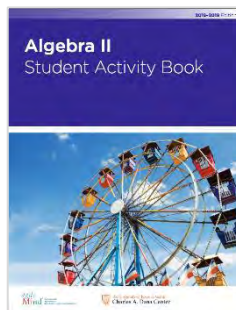
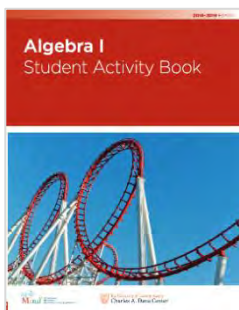
Based on the assessed or expressed needs of individual and groups of teachers interactive webinars are focused on a range of topics that include developing teachers' content knowledge, review, preparation and planning for upcoming units or topics, trajectory studies, instructional strategies, mathematical practice standards, formative assessment and differentiation. These may be customized to specific needs identified by teachers and leaders.

Print Materials

Student Activity Books. Activity sheets support each lesson, with opportunities for students to record their work, capture notes, and engage in practice tasks during lessons and with additional practice and application for nightly homework.

Advice for Instruction. In addition to the online version of the Advice for Instruction that is available to teachers inside the Agile Mind Learning Management System, teachers are provided with a printed, spiral-bound hard copy of all the topic planning and teaching guidance that is provided online and described above.

Sample covers of print materials for student and for teachers, (Advice for Instruction)



Experience working with the public sector

Agile Mind works with schools and school districts across the nation. We have supported educators since our inception in 2001

Status of Litigation – Agile Mind is not in any litigation. We have not had a reorganization, bankruptcy or state investigation of the company or any officers or directors.

References

Entity name	Rio Grande City CISD	Lubbock ISD	Westerly Public School District
Contact	Adolfo Pena	Doyle Vogler	Sharon Ficarra
Title	Principal	Associate Superintendent	District Math Coordinator
Phone	956-533-9896	806-219-0080	401-315-1526
Email	adolfo103lu@yahoo.com	dvogler@lubbockisd.org	sficarra@westerly.k12.ri.us
City	Rio Grande City	Lubbock	Washington
State	TX	TX	RI
Yrs. Serviced	18	5	7
Description	Middle School Math, High School Math, Agile Assessment & Intensified Algebra	Agile Assessment & Intensified Algebra	Middle School Math
Annual Volume	88,000.00	56,000.00	35,000.00

Entity name	Township of Union Public Schools	Vernon Parish Schools	Wapato School District 207
Contact	Jeremy Cohen, Ph.D.	Anne Smith	Shannon Torres
Title	Supervisor of Math	Assistant Superintendent	Executive Secretary for Teaching and Learning
Phone	908-851-6556	337-239-3401	509-877-4181
Email	jcohen@twpunionschools.org	anne.smith@vpsb.us	shannont@wapatosd.org
City	Union	Leesville	Wapato
State	NJ	LA	WA
Yrs. Serviced	2	2	5
Description	High School Math, Agile Assessment & Intensified Algebra	Middle School Math, Algebra I & Agile Assessment	Middle School Math, High School Math, Agile Assessment & Intensified Algebra
Annual Volume	102,000	135,000	95,000

Entity name	Fort Wayne Community School District	Brazosport ISD	Las Cruces Public Schools
Contact	Jennifer Mable K-12 Curriculum/Instruction	Michele Hernandez	Lisa Hufstedler
Title	Director	Math Director K-12	Secondary Math Director
Phone	260-467-2845	979-730-7000 ext. 12484	575-527-5922
Email	jennifer.mable@fwcs.k12.in.us	mhernandez2@brazosportisd.net	lhufstedler@lcps.net
City	Fort Wayne	Freeport	Las Cruces
State	IN	TX	NM
Yrs.			
Serviced	2	8	7
Description	Middle School Math, High School Math & Agile Assessment	Middle School Math, Agile Assessment & Intensified Algebra	Intensified Algebra
Annual Volume	210,000	60,000	130,000

Entity name	Hillsborough County Schools
Contact	Michael Smith Supervisor of Secondary
Title	Mathematics
Phone	813-272-4426
Email	Michael.smith@sdhc.k12.fl.us
City	Tampa
State	FL
Yrs.	
Serviced	7
Description	Algebra I, Intensified Algebra & Agile Assessment
Annual Volume	400,000

TAB 5: VALUE ADD

Region 4 Educational Service Center
7145 Tidwell Road
Houston, TX 77092

November 19, 2019

RE: RFP Solicitation Number 19-19; Educational Software Solutions and Services

Dear Region 4 Officials,

Agile Mind is pleased to respond to the RFP Solicitation number 19-19 Educational Software Solutions and Services. We are confident that our programs, developed through deep collaboration with the Charles A. Dana Center at The University of Texas, will meet or exceed Region 4 ESC's high-quality instructional materials that provides explicit, systematic, resources for teachers and students. Our full suite of resources includes print and digital resources that will address the varying needs of your districts' diverse populations, including those with learning disabilities and English Language Learners. Agile Mind provides a cohesive program that prepares all students for success in middle and high school and provides learning experiences that build a conceptual understanding of mathematical concepts.

Throughout this response document, you will find evidence that Agile Mind is deeply committed to three ideas: **excellence, equity, and sustainable school capacity.**

- Our programs are delivered in a next generation learning management system (LMS) that integrates educator professional development, quality instruction, homework and practice, formative assessments, and real-time data analysis to help teachers monitor student progress and inform instruction.
- Faculty will enact and sustain rigorous, well-scaffolded instruction and practice that ensure academic success through the ongoing use of interactive animations of key concepts and interactive problem solving further instills in students the engagement, the persistence, and the consistency of learning practices to succeed.
- In each course, students master and apply the key concepts and skills to represent problem situations, typically employing multiple representations.
- These comprehensive programs are built for the Texas state standards for Mathematics and are designed to help educators teach smarter and engage all students in a commitment to high achievement.
- Teachers receive initial training, daily advice for instruction and support and learning throughout the year to increase their professional capacity.

Thank you for this opportunity.

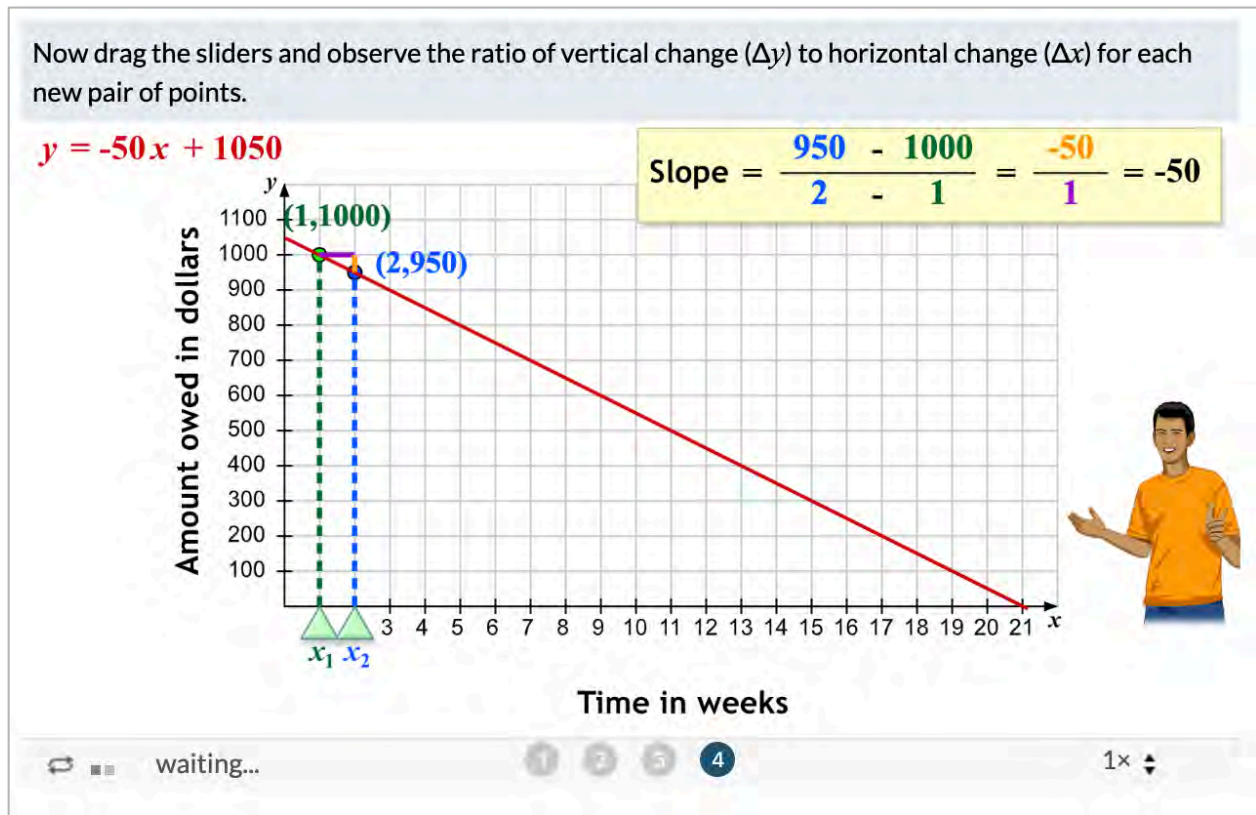
Warm regards,

Gregg McFarland
gmcfarland@agilemind.com

(214) 924-3736

Our Approach to Problem Solving & Practice

Agile Mind’s middle and high school mathematics programs provide daily, balanced opportunities for problem solving and practice to ensure students develop both conceptual understanding and procedural fluency. In class, students apply math to real-world contexts, develop conjectures, and justify their reasoning through lesson activities supported online and in print. Outside of class they have thousands of opportunities—using a computer, smartphone, and pencil and paper—to practice the skills and fluencies critical to success at each grade.



Explore & Apply

Animations, simulations, and puzzles provide practice and application experiences.

Match each equation of a line with the slope of the line and a point on the line.

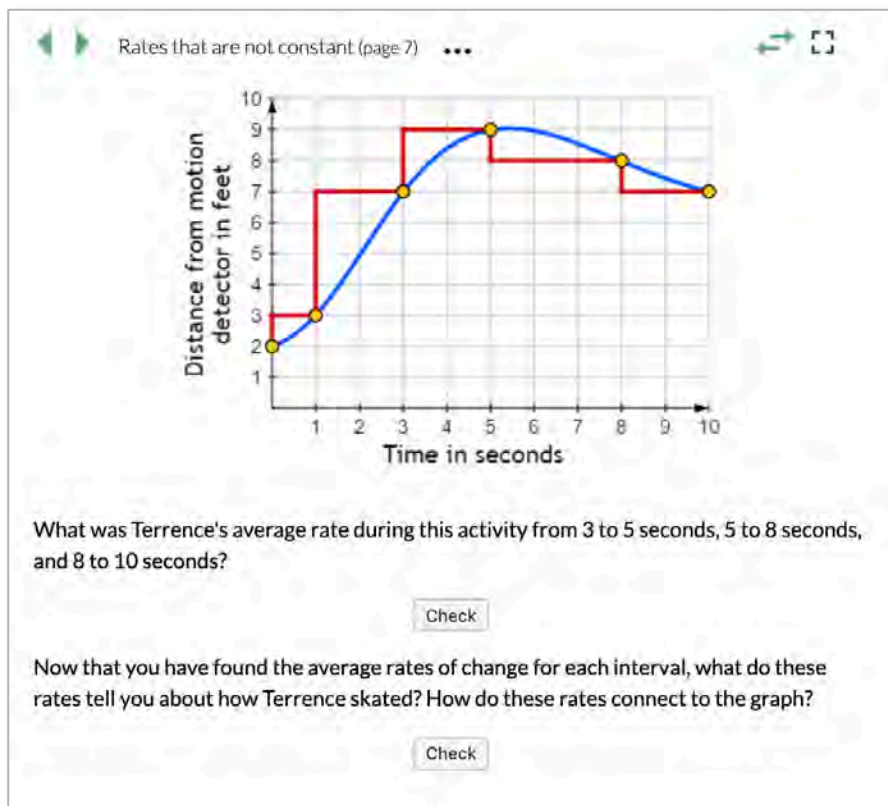
$\frac{5}{2}$	(7,3)	(3,7)	4
$-\frac{2}{5}$	(0,5)	(5,0)	-2

Equation of line	Point on line	Slope of line
$y = -2x + 5$	A	B
$y - 3 = 4(x - 7)$	C	D
$2x + 5y = 10$	E	F

Hint Submit Answer

Develop Understanding

Questioning strategies embedded in lessons and in teacher advice prompt effective mathematical discourse, where students think critically, construct arguments, and justify their thinking.



Lesson activities

Exploring "Rates that are not constant"

- Compare the rates of change from the different students. Ask:
 - Are all of the rates the same?
 - What do you notice about these rates? How does the graph indicate these changes in rate?
- Have students discuss the meaning of these rates of change. [SAS.4, question 4e]
- Use page 7 to check their work. Have students compare the rates of change for all time intervals. Ask:
 - When was Terrence moving toward the motion detector? Away from the motion detector? How do you know?
 - When was Terrence moving the fastest? Slowest? How do you know?
 - How does the shape of the graph show these rates?
- **Classroom strategy.** Students might answer that Terrence moved the slowest during the interval of 8 to 10 seconds because this answer is the "most" negative. Ask students what the negative sign means on the rate. The sign of the rate indicates direction, not speed, so when looking for the fastest or slowest speed, students should examine the absolute value of the rate.

"A design principle of our programs is to balance opportunities for students to develop conceptual understanding, apply what they have learned, and reinforce that learning through distributed practice."

– Authors at The Charles A. Dana Center

Solving linear equations and inequalities
 Student Activity Sheet 2; Exploring "Solving linear equations"

9. A dune buggy rental company charges \$24.95 per day plus 15 cents per mile for each mile you drive.



- a. Write a function rule that models the relationship between number of miles driven and total rental charge per day.
- b. Write an equation you could use to find how many miles you drove if the total rental charge for one day was \$42.50.
- c. Solve the equation you wrote in part b using algebraic operations, and verify your solution using either a table or a graph.

REINFORCE

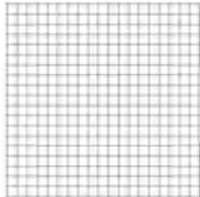


Solve the following equations using algebraic operations.

- | | |
|-------------------------|---------------------------------------|
| 10. $x - 12 = 7$ | 15. $-2a + 9 = -3$ |
| 11. $\frac{1}{3}z = -2$ | 16. $5 + \frac{1}{5}b = 6$ |
| 12. $6y = 3$ | 17. $31.25 - 0.03g = 29.95$ |
| 13. $9 - x = 10$ | 18. $\frac{4}{3}r - 6 = \frac{2}{3}r$ |
| 14. $2x - 5 = 3$ | |

Solve the following equations by graphing.

19. $x + 2 = x + 5$ 20. $x + 2 = x + 2$



21. The equation $25x - 5y = 30$ is the equation to slope-intercept form.

Build Procedural Fluency

Throughout lessons and nightly homework, practice problems in printed Student Activity Sheets target key skills and fluencies.

REINFORCE items provide opportunities for practice and application of learned skills in familiar and new contexts.



Solving linear equations and inequalities
 Student Activity Sheet 4; Exploring "Linear inequalities in one variable"

22. REINFORCE The Biology Club plans to sell plants as a fundraiser. They found a supplier that charges a \$25 delivery fee plus \$8 per plant, but the entire bill must be paid in advance.

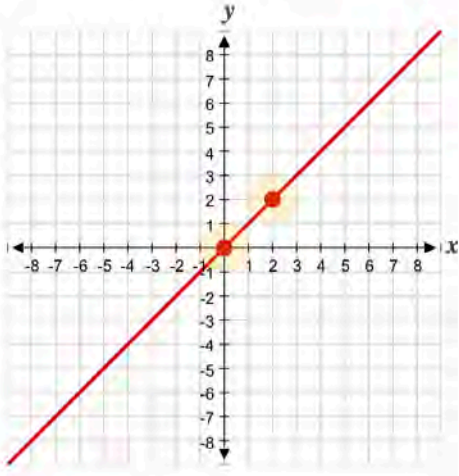
- a. The club has only \$475 in its bank account. Write an inequality that represents the fact that the club can spend no more than this amount on plants.
- b. Use substitution to determine whether the club has enough money to order 50 plants.
- c. Use substitution to determine whether the club has enough money to order 100 plants.
- d. Solve the inequality $25 + 8p \leq 475$ using the table features of your calculator. Record your calculator table as part of your solution.

Review, Reinforce, & Monitor Learning

Engaging, rigorous interactive tasks accessible by computer, tablet, and smartphone support ongoing review of concepts, skills, and fluencies.

- Daily homework and practice
- Review for assessments
- Next-generation item types
- Hints and feedback to help students organize their thinking
- Tools for differentiation of assignments
- Automatic grading and real-time reporting for teachers and students

Drag the 2 points to graph the function $4x + 5y = 20$.



Reset graph

Hint Submit Answer!!

There are several ways to graph this line. One way is to change the equation to slope intercept form. Another way is to use the x and y -intercepts. Because this equation is given in standard form, you can solve for the x and y -intercepts. How can you use those two points to graph the line?

Our programs offer thousands of practice opportunities at each grade level for students to apply and master new learning while continuously building skills. The automatic grading of many items frees teachers' time for other responsibilities.

In addition to the practice and assessment resources available in each program, **Agile Assessment**, a repository with over 6000 items targeting standards in grades 6 through Algebra II/Mathematics 3, is available as a flexible tool that powerfully supports differentiation by reading level and cognitive demand.



The University of Texas at Austin
Charles A. Dana Center

Agile Mind's mathematics curriculum is authored by practitioners, researchers, and other experts at the Charles A. Dana Center at The University of Texas.

Agile Mind Mathematics Programs

Promising Findings and District Snapshots

Achieving meaningful, lasting improvements in the education of adolescents requires vision, commitment, and persistence. Yet improving achievement in science, technology, engineering and mathematics (STEM) has never been more urgent—for individuals, for communities, and for the defense of our nation. There is a wide consensus that the quality of secondary science and mathematics instruction is crucial in preparing students for success, and equipping them for vibrant participation in postsecondary education and the 21st-century workplace.

Since our founding, Agile Mind has worked to provide the highest quality programs, tools, and services to America’s middle and high schools. We partner with dedicated educators, schools, and systems to:

- Broaden student access to rigorous mathematics and science experiences
- Transform student engagement, persistence, and high achievement
- Support exemplary, sustainable teaching practices

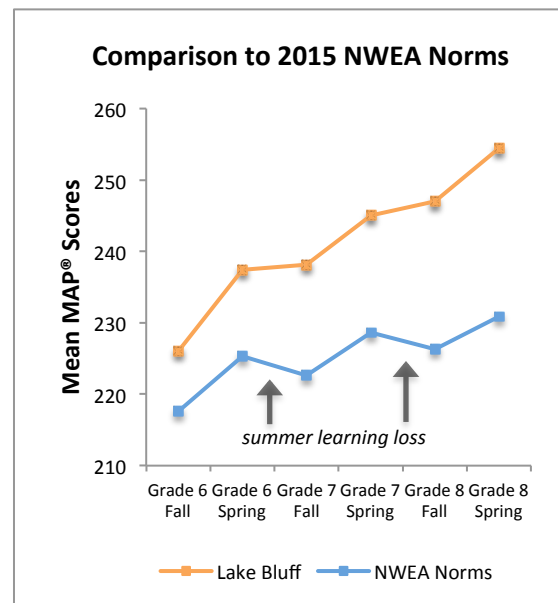
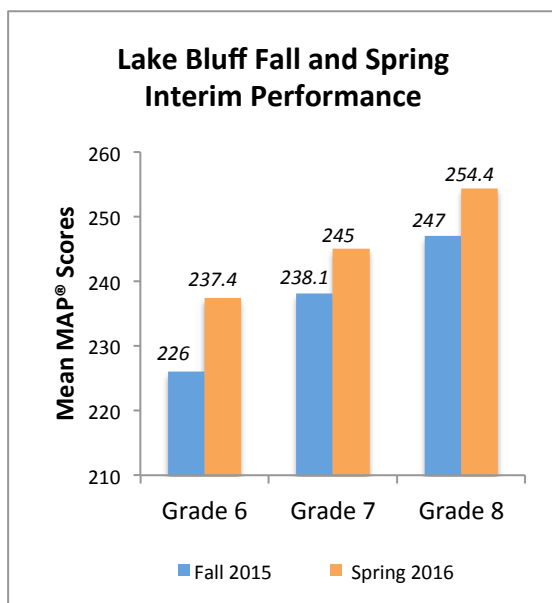
The following snapshots provide examples of success from our partners, and illustrate the achievements that can result for districts that choose to enact Agile Mind.

Lake Bluff, IL

North of Chicago, Lake Bluff Elementary School District 65 serves approximately 1000 K-8 students.

Agile Mind’s **Middle School Mathematics 6, 7, and 8** programs have driven consistent and dramatic gains in student achievement as the district curriculum, chosen by leaders and teachers for their rigor and engagement. Lake Bluff students are far outperforming the 2015 NWEA 2015 MAP® normative data across the board, and 2016 results demonstrate growth increasing at each benchmarking stage:

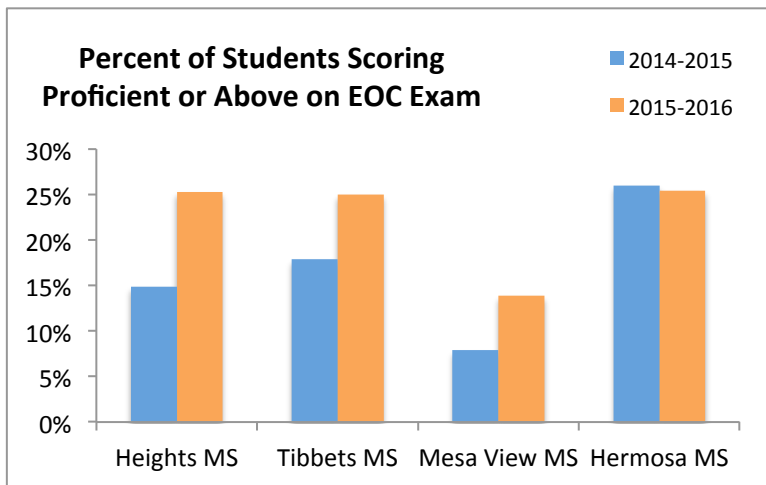
- **Lake Bluff’s MAP growth significantly outpaced NWEA norms** from beginning- to end-of-year assessment, with **48% greater growth at Grade 6, 15% greater growth at Grade 7, and 61% greater growth at Grade 8.**
- Unlike what is predicted by NWEA norms and similar data nationwide, **Lake Bluff students experienced no summer learning loss.**
- From the beginning of grade 6 to the end of grade 8, district MAP scores grew by 28.4 points. This represents 114% greater growth in middle school than that predicted by NWEA norms.



Farmington, NM

Farmington Municipal Schools is a comprehensive school district serving over 11,000 students at 18 schools in Farmington, NM. More than 50% of students in the district qualify for free and reduced lunch.

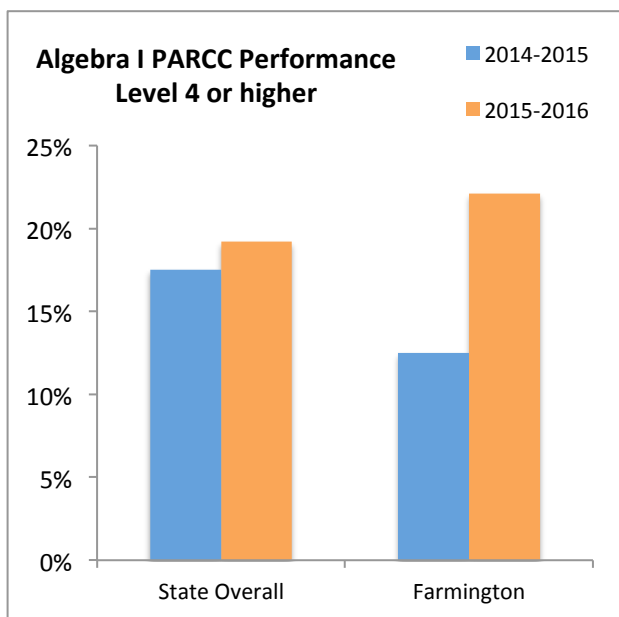
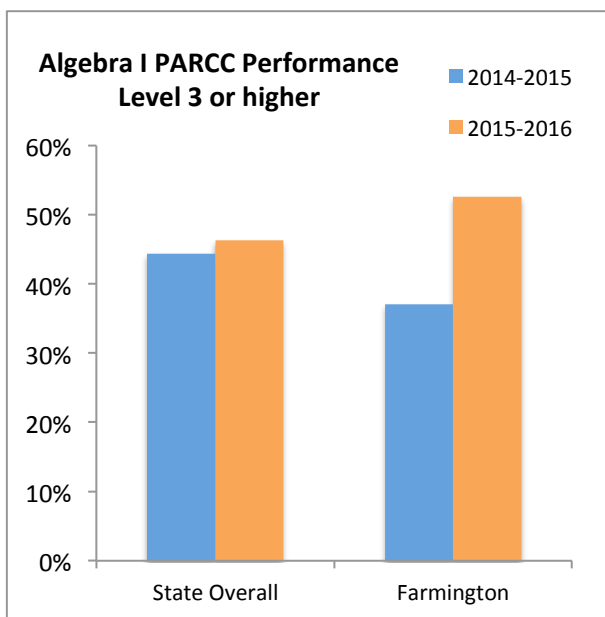
During the 2015-2016 school year, Farmington enacted Agile Mind’s **Middle School Mathematics 6, 7, and 8** programs as its core instructional resource. Students’ performance on the end-of-course (EOC) exams revealed dramatic growth – the gains here represent a **37% district-wide increase in the number of students who achieved proficient or higher on the EOC.**



At the high school level, Farmington first administered the PARCC Assessment during the 2014-2015 school year. To strengthen students’ understanding of key mathematical concepts, and ultimately their achievement, the district enacted Agile Mind’s **Algebra I** program as its core curriculum during the 2015-2016 school year.

In a single academic year, PARCC performance increased dramatically – students achieving a performance level of 3 or higher increased from 37.1% to 52.6% – moving the district from significantly below to significantly above that of overall student performance in the state.

In addition, **the percentage of students meeting or exceeding expectations on PARCC nearly doubled, increasing from 12.5% to 22.1%, and significantly outpaced the overall performance of students across the state.**



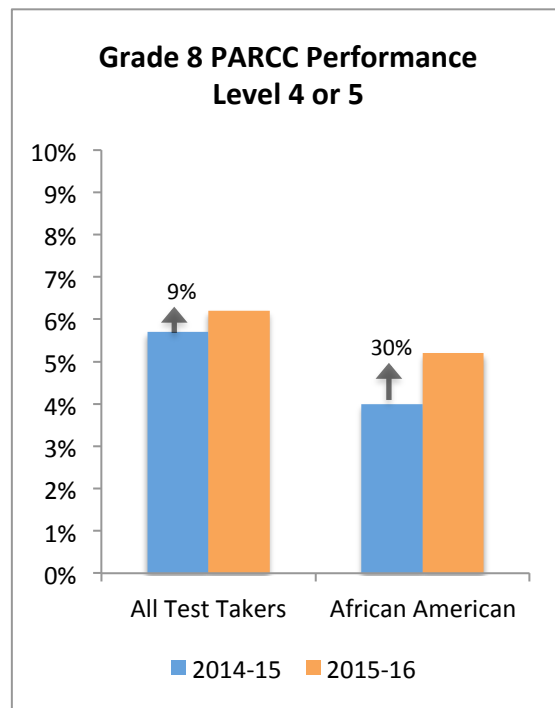
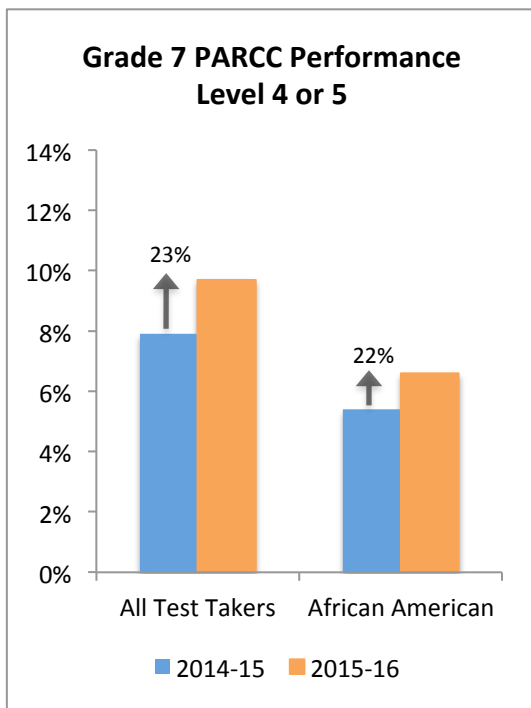
Baltimore, MD

Baltimore City Public Schools is a comprehensive school district serving nearly 85,000 students in Baltimore, Maryland. 65% of students are designated as low income and 15% of students are identified as having a disability. The demographic makeup in the district is 81% African American, 9% Hispanic/Latino, and 8% white.

Baltimore City Public Schools has achieved dramatic growth in student achievement in both middle- and high-school mathematics in 2016, despite the impact of significant student mobility and teacher turnover.

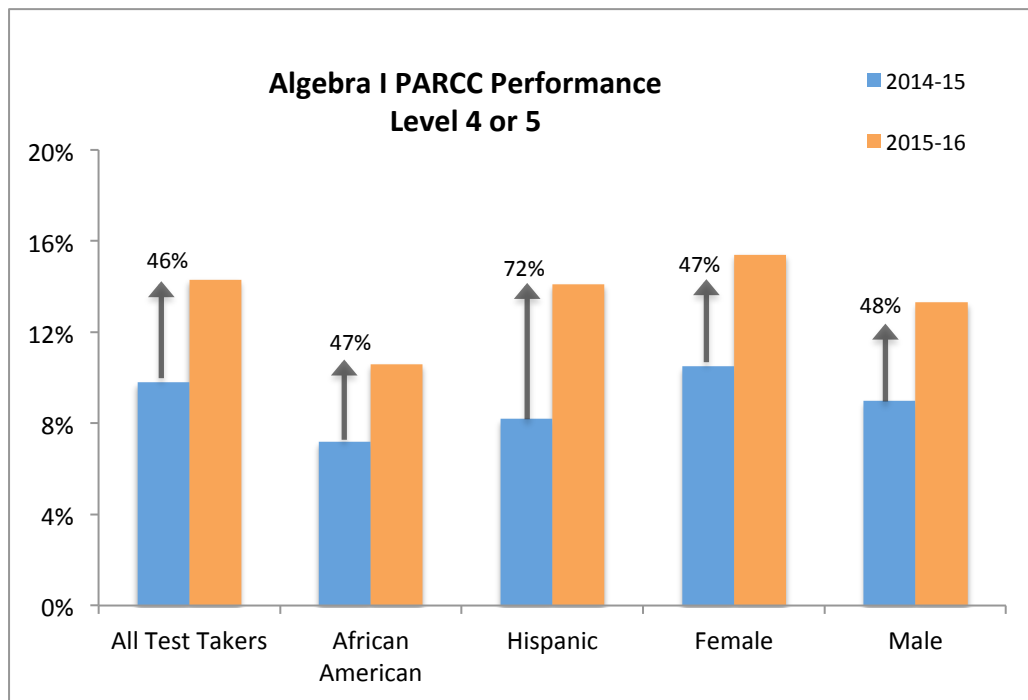
Baltimore City Middle School Mathematics:

- At the middle school level, the district saw significant increases in the percentage of students meeting or exceeding expectations on PARCC from 2015-2016, with a 23% increase at grade 7 and a 9% increase at grade 8.
- African American students demonstrated the most notable gains in middle school, with the percentage of students scoring 4 or 5 increasing by 22% among 7th graders and 30% among 8th graders.
- At the current pace of growth, **Baltimore City will surpass Maryland's current PARCC passing rates for African American students within 2 years at Grade 7 and within 3 years at Grade 8.**



Baltimore City Algebra I:

- Between 2015 and 2016, the first and second years of the PARCC Assessment, **the district saw a 46% increase in the percentage of students who met or exceeded expectations** (scored a 4 or 5). This constitutes an 84% increase in the *number* of students who met or exceeded expectations.
- Among white students, the percentage meeting or exceeding expectations increased from 36% to 50%. 9% of white students in Baltimore City exceeded expectations in 2016, more than double the percentage of white students across the state of Maryland (3.9%).
- While more than doubling the number of Hispanic/Latino Algebra I test takers from 2015 to 2016, the percentage of those students who met or exceeded expectations increased from 8.2% to 14.1% in 2016. This represents:
 - 72% increase in the percentage of Hispanic/Latino students who achieved a 4 or 5
 - 269% increase in the number of Hispanic/Latino students who achieved a 4 or 5
- If the current pace of growth is sustained, **Baltimore City will surpass Maryland's current Algebra I PARCC passing rates within 1 year for Hispanic/Latino students, and within 2 years for African American students.**



I was particularly pleased to see the results in Algebra I, where our students' growth matched that of students across the state.

- Chief Academic Officer, Baltimore City Schools

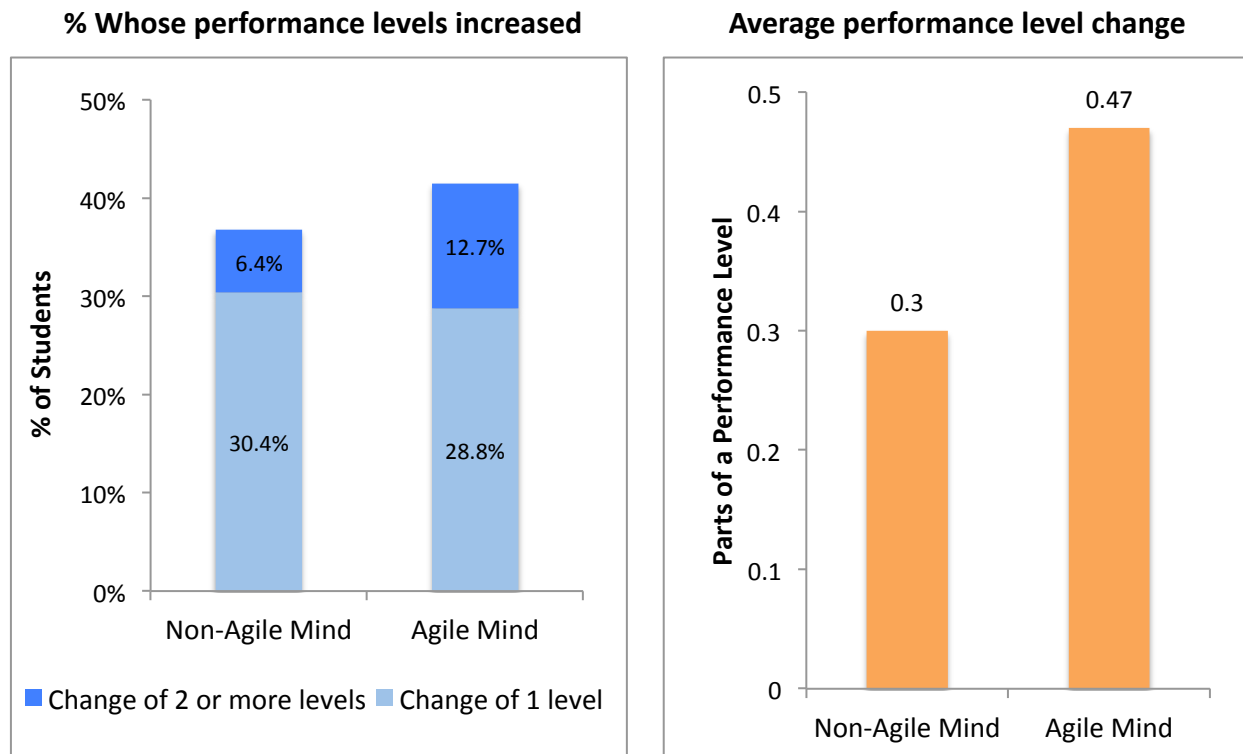
Newark, NJ

Newark Public Schools is a comprehensive public school district—the largest in the state of New Jersey—that serves the entire city of Newark. Its population of students is 35,000, 90% of them African American or Hispanic, and more than 70% designated as Economically Disadvantaged.

Newark Algebra I:

In 2015-2016, the district enacted Agile Mind’s *Algebra I* program for 25% of the eligible Algebra I student population across the district, and examined student performance on the PARCC assessment.

Change in PARCC Performance Levels, 2014-2015 to 2015-2016



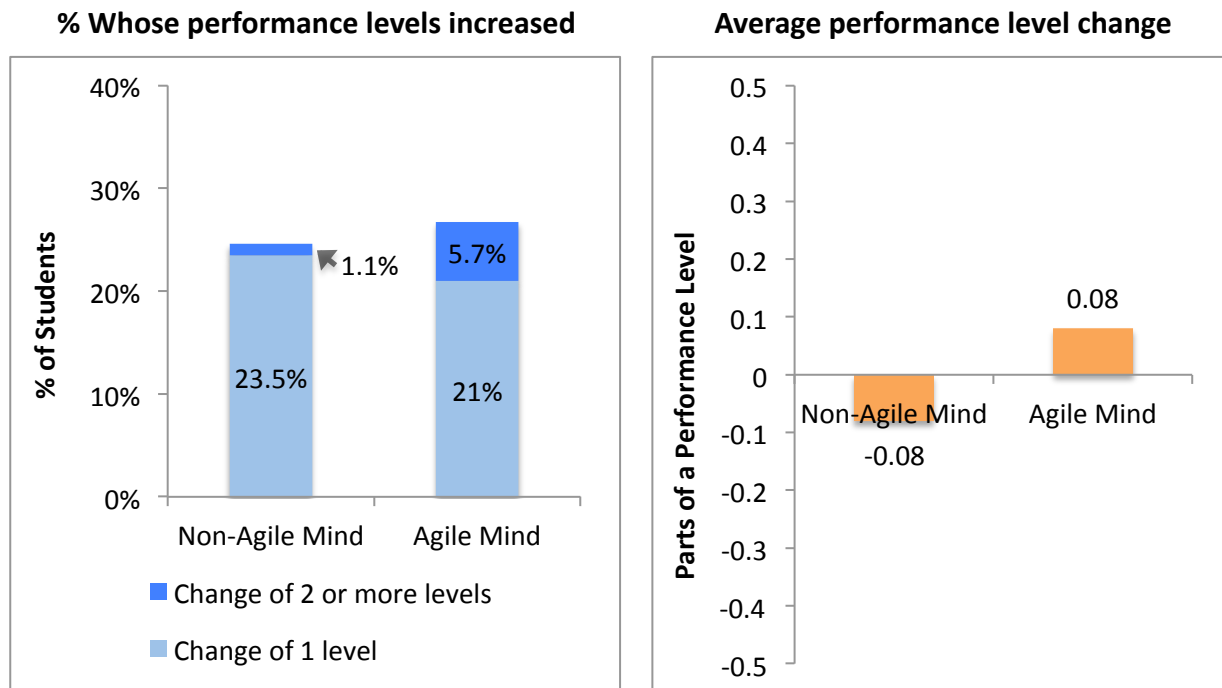
The graph on the left depicts the achievement of 615 Algebra I students for whom the district has prior year history on the PARCC Assessment, taken when they were in middle school.

- 42% of the students participating in Agile Mind’s Algebra I program achieved an improvement of 1 or more levels, whereas only 37% of the students in the non-Agile Mind program gained at least 1 level, a difference of 13.5%.
- **Students who participated in the Agile Mind Algebra I program were twice as likely as to increase their PARCC performance by 2 or more levels**, compared with non-participating students (12.7% vs. 6.4%).
- Among Agile Mind students, the **average performance level increase was more than 50% greater** than students who did not participate in Agile Mind classes.

Newark Geometry:

In 2015-2016, Newark Public Schools also enacted Agile Mind’s *Geometry* program for 25% of the eligible Geometry student population across the district, and compared student performance on the PARCC assessment.

**Change in PARCC Performance Levels
between 2014-2015 and 2015-2016**



The graph on the left depicts the achievement of 678 Geometry students for whom the district has prior year history on the PARCC Assessment, taken when students were in Algebra I.

Students who participated in the Agile Mind Geometry program increased their PARCC performance level by 2 or more levels at more than five times the percentages of non-participating Geometry students (5.7% vs. 1.1%).



Agile educators
Agile learners
Agile tools to support high achievement



The University of Texas at Austin
Charles A. Dana Center

UIC LEARNING SCIENCES
RESEARCH INSTITUTE

***Intensified Algebra I* Program and Research Update**

A Briefing for Educators, Spring 2017

Algebra I has the highest failure rate of any high school course nationally, and many school and district leaders identify it as among their most pressing improvement priorities. ***Intensified Algebra I*** was developed to help educators transform learning outcomes for those students most at risk of failing—and thereby avoid the high cost of re-teaching students and the negative consequences (including high absenteeism and dropout rates) associated with chronic failure in this critical gateway to advanced mathematics and high school success.

Intensified Algebra I is a comprehensive, double-period course designed to help students who are 1 to 3 years behind in mathematics re-engage as motivated learners and succeed in Algebra I *within a single academic year*. The intervention arms teachers and learners with cohesive, integrated resources for struggling students, including

- a challenging but well-scaffolded curriculum
- protocols to optimize additional instructional time
- strategies to build students' engagement, confidence, and commitment to learning
- job-embedded professional services for teachers—support so powerful that 90% of teachers say the experience has positively influenced how they teach mathematics (Inverness Research, Inc. External Evaluation Brief, 2015).

Intensified Algebra I is a major initiative of the Charles A. Dana Center at The University of Texas at Austin, the Learning Sciences Research Institute at the University of Illinois at Chicago, and Agile Mind.

Case Studies from Districts

Las Cruces Public Schools, Las Cruces, New Mexico

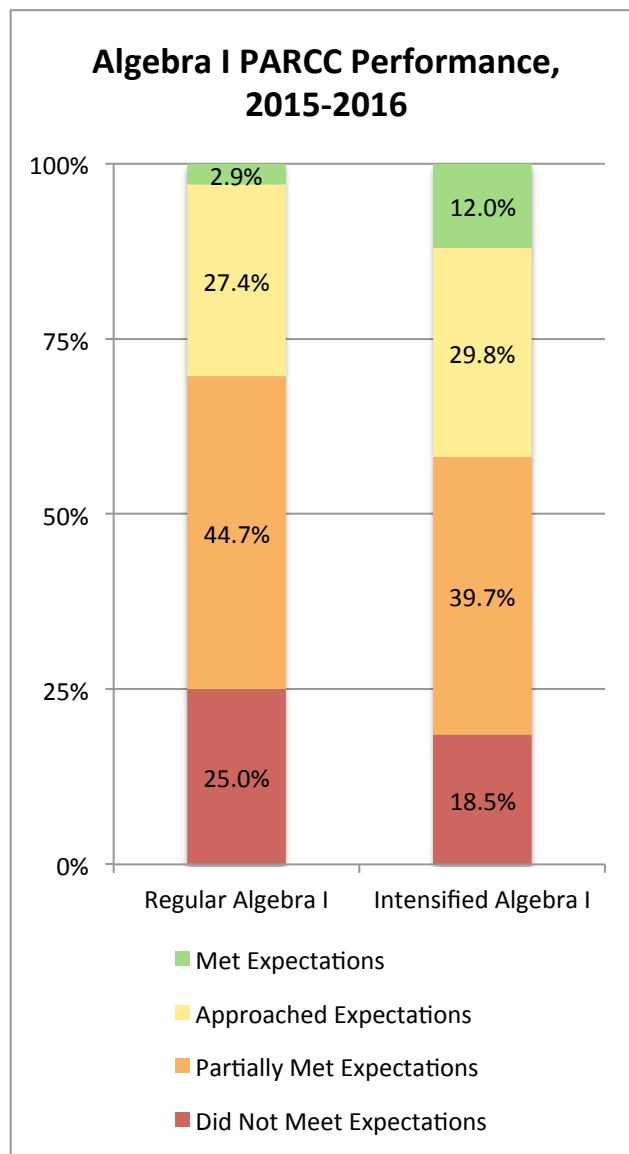
Las Cruces Public Schools is a comprehensive school district serving more than 24,000 students in Las Cruces, NM. The population of students served by the district includes 75% Hispanic and 75% Economically Disadvantaged learners. More than 10% of students are English Language Learners.

During the 2015-2016 school year, 2 high schools in the district, Centennial High School and Oñate High School, enacted Agile Mind's **Intensified Algebra I** program to support students who struggle in mathematics, selecting those whose proficiency range was 1-3 years below grade level.

Program participants made dramatic gains in achievement, outperforming 'regular' Algebra I students across the district.

- **Intensified Algebra I** students achieved an average PARCC score of 721, compared to 712 for the regular Algebra I students.
- **Intensified Algebra I** students were more than 4 times as likely as the regular Algebra I students to meet expectations on PARCC (achieve a score of 4 or higher).

Because of these transformative results, the district has chosen to adopt **Intensified Algebra I** as the core curriculum for all regular Algebra I classes for the 2017-2018 school year.

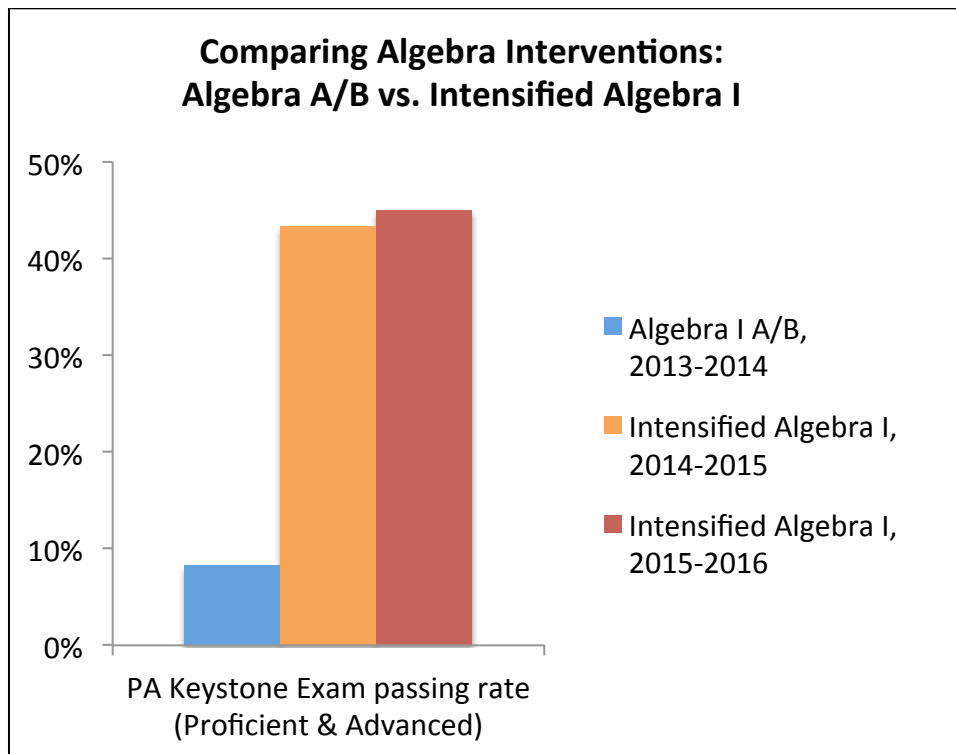


York County School of Technology, York, Pennsylvania

York County School of Technology in Pennsylvania is a comprehensive technical high school that serves 1700 students from 14 different school districts in the county. The school serves a diverse population that approximates our national demography: 62.3% White, 18.3% Hispanic, 10.2% Multiracial, 8.5% Black/African American, and .7% Asian. Almost 54% of students are identified as Economically Disadvantaged and 19.2% as Special Education. Many have struggled in their prior academic experiences in mathematics.

To strengthen student achievement and engagement in mathematics, crucial to success in higher education and in technical certification programs, the school leadership implemented ***Intensified Algebra I*** to replace their existing Algebra I A/B course.

- The passing rate on the Pennsylvania Keystone Exam among students who participated in ***Intensified Algebra I*** in the first year was 5 times that of students who took Algebra I A/B the previous year.
- In Year 2 of ***Intensified Algebra I***, the Keystone Exam passing rate continued to increase among participating students.



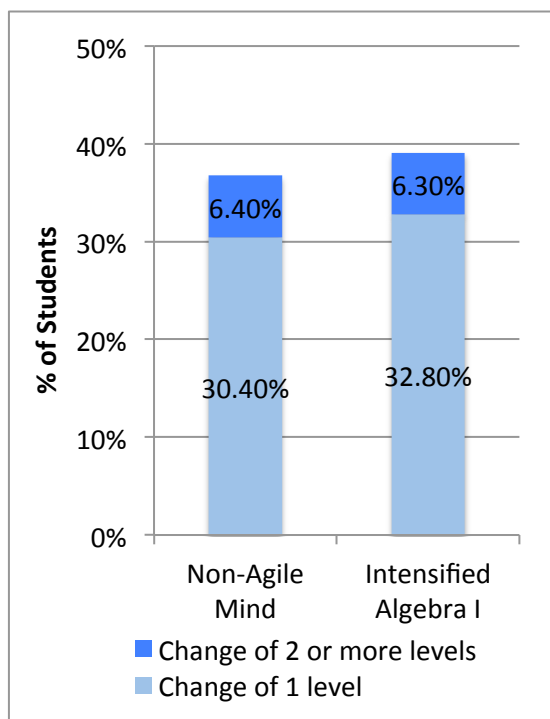
Newark Public Schools, Newark, New Jersey

Newark Public Schools is a comprehensive public school district—the largest in the state of New Jersey—that serves the entire city of Newark. Its population of students is 35,000, 90% of them African American or Hispanic, and more than 70% designated as Economically Disadvantaged.

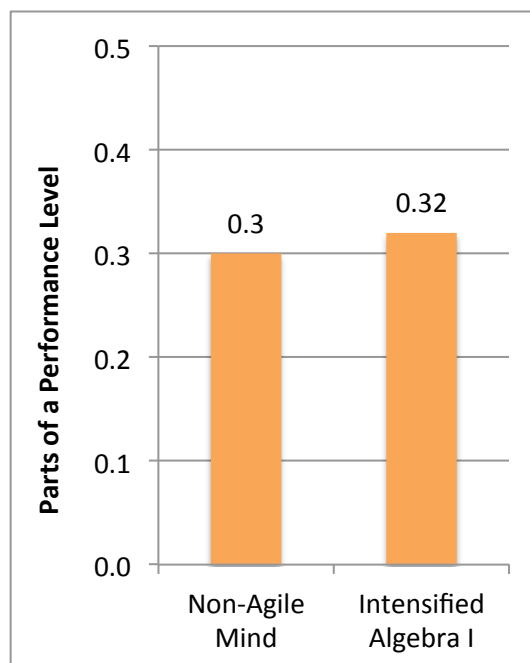
During the 2015-2016 school year, the district implemented Agile Mind’s **Intensified Algebra I** program for incoming 9th grade students who were determined to be 2-3 years behind in mathematics as they completed 8th grade; this group encompasses a quarter of the Algebra I students across the district. The graph on the left depicts the achievement of 625 Algebra I students (**Intensified Algebra I** and “regular” Algebra I students) for whom the district has prior year history on the PARCC Assessment.

Change in PARCC Performance Levels, 2014-15 to 2015-16 SY

% Whose performance levels increased



Average performance level change



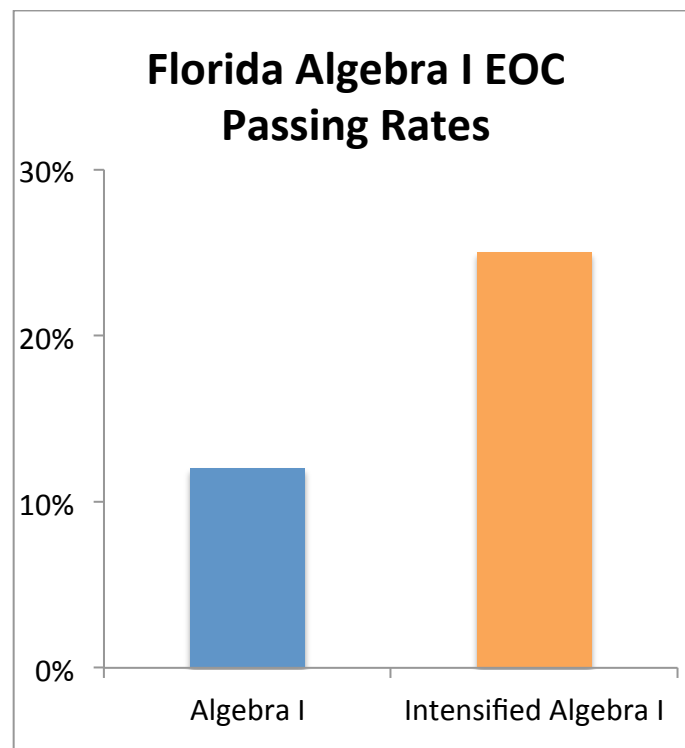
Despite being placed in the program because of their low performance in middle-school mathematics, 39% of the students participating in **Intensified Algebra I** achieved an improvement of one or more levels over their prior-year performance on the PARCC exam. In comparison, 37% of the higher achieving students who participated in non-Agile Mind programs gained one level or more.

Hillsborough County Public Schools, Florida

Serving the Tampa area, the Hillsborough County Public School district includes over 200,000 students in 266 schools. Its student population is diverse, including 39% White, 31% Hispanic, and 22% Black students. More than half (56%) of the students qualify for Free and Reduced Lunch.

Intensified Algebra I was first implemented in 6 Hillsborough high schools in 2012-13. Incoming 9th grade students who had scored at the lowest level (Level 1) in Mathematics on the Florida Comprehensive Assessment Test or FCAT were chosen for inclusion. Based on the success these students had with the program, during the 2013-14 school year, Hillsborough implemented **Intensified Algebra I** district wide. To assess the impact of the course, the district compared outcomes on the Florida Algebra I End-of-Course (EOC) exam for students enrolled in IA during the 2013-14 school year to those of similar students enrolled in a traditional Algebra I course during the 2012-13 school year.

- The results of the analysis showed a significantly positive impact for students who participated in **Intensified Algebra I** on student scores on the EOC exam.
- Participation in **Intensified Algebra I** resulted in a more than doubling of the percentage of students achieving a passing score on the test.





Academic Youth Development

Promising Findings and District Snapshots

Educators report that the greatest barrier to the success of their students—and, consequently, the single most problematic aspect of their jobs—is lack of student motivation and engagement. For students, adolescence and the transition to high school are part of a defining, and often difficult, developmental period. Faced with increased academic pressures and unfamiliar social circumstances, far too many adolescents experience decreases in grade point average, attendance, motivation, and sense of belonging. Schools that have implemented the Academic Youth Development (AYD) programs are reporting significant and enduring progress in addressing these challenges.

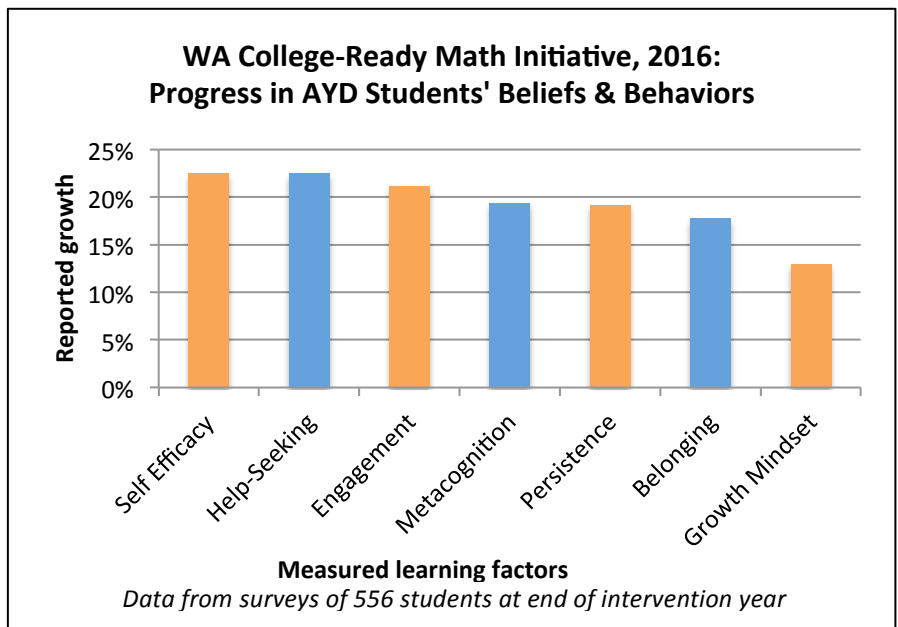
Developed by Agile Mind and the Charles A. Dana Center at The University of Texas in collaboration with leading psychologists, AYD translates the latest research on student motivation, persistence, social and emotional learning, and understanding of intelligence into practical strategies that can transform how students transition to and succeed in high school. Social and emotional learning (SEL) competencies, defined most authoritatively by CASEL, define the categories of thoughts, feelings, and behaviors that contribute to students' academic and personal success. AYD helps educators and learners understand, develop, and extend these skills, through explicit instruction and application in academic situations. Since its inception AYD has been implemented in more than 500 schools in 13 states.

Independent research demonstrates that AYD:

- Creates beneficial changes in how students understand intelligence and their own ability to achieve
- Improves learning cultures in classrooms and schools
- Increases teachers' understanding of the roles that motivation and self management play in student achievement

Most significantly, the program has led to considerable gains in student achievement in schools and districts nationwide, while increasing teacher effectiveness and satisfaction.

We offer here findings and statements from some of our partner school districts, as well as summaries of results of Dana Center studies, as evidence of the promise of AYD for students and teachers.



With AYD, students are experiencing greater success in mathematics while simultaneously increasing their level of confidence and their belief in the impact of their own effort.

- Math Curriculum Specialist, Paramount School District, California

The graph on page 1 reports the outcomes of students who participated in a state-sponsored initiative in Washington during the 2015-2016 academic year. School districts joined a College-Ready Math Initiative (CRMI) to help underserved students graduate from high school with strong math capabilities and skills and thereby to avoid remediation in college. As part of that initiative, middle and high schools in Bellingham, Bremerton, Granite Falls, Manson, Oroville, Pasco, and Toppenish began implementing School-Year Academic Youth Development (SY-AYD) for hundreds of students—to develop their learning mindsets, transform their attitudes and beliefs about their own abilities, and instill problem-solving skills to better prepare them for the increased rigor of STEM and college preparatory courses.

In a study jointly conducted by the Institute for Measurement, Methodology, Analysis, and Policy at Texas Tech University (IMMAP) and the Dana Center, researchers surveyed participating students at the end of the academic year to examine 7 factors related to the learning mindsets and strategies that contribute to academic success and college readiness:

- **Self-efficacy:** students' beliefs about their capacity to succeed in a particular situation
- **Help-seeking:** the process of seeking help from others in pursuit of one's goals
- **Engagement:** the extent to which students participate, ask questions, and are willing to share ideas in class
- **Metacognition:** the extent to which students plan, monitor, and evaluate their learning, adjusting strategies when necessary
- **Persistence:** the degree to which students think they have the skills to achieve their goal and work hard
- **Belonging:** students' sense of their acceptance, value, and role as a legitimate group member
- **Growth mindset:** the belief that intelligence can change with effective effort

As the graph illustrates, survey results indicated significant and enduring gains on all measures.

In addition to measuring effects on students, researchers assessed how teaching the program impacted teachers' beliefs and teaching practices. Three key aspects related to student success were measured:

- **Growth mindset**
- **Teacher practices that promote student persistence and self-regulation**
- **Teacher efficacy**

Survey results indicated significant increases on all 3 measures for participating educators.

These increases indicate that participation in the professional development that is core to Academic Youth Development and teaching the program to students resulted in powerful, positive changes in teachers' beliefs in their students' capacity for learning, as well as on their teaching.

I love the whole program. The language, the idea that your mind is agile. I think it's probably the most effective professional development I've had since I've been a teacher. That's how powerful I think this is, and I truly believe in it. We drill effort. And we praise it. The point of the class is to give your effort and to grow your brain and to become smarter. That's my teaching philosophy now.

- Algebra I Teacher, Pennsylvania

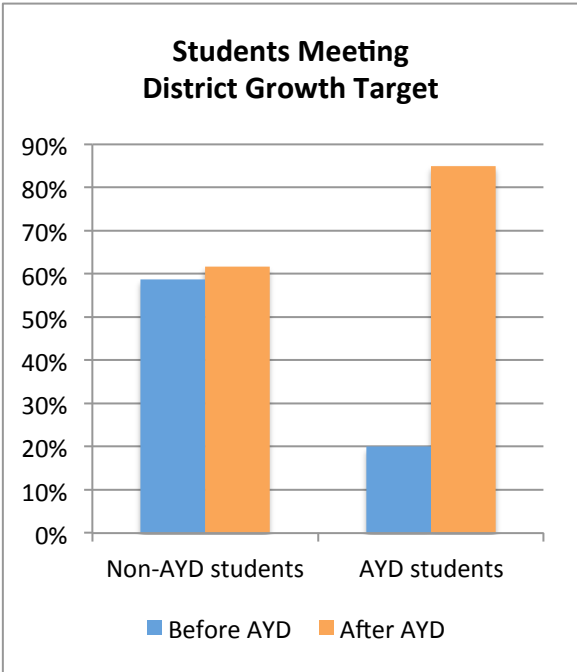
IMPROVED ACHIEVEMENT IN MATHEMATICS

Districts report that enacting AYD leads to significant gains in student achievement in mathematics, particularly for low-income and minority students.

MAP Benchmark Assessments: More AYD students than nonparticipants met district growth targets.

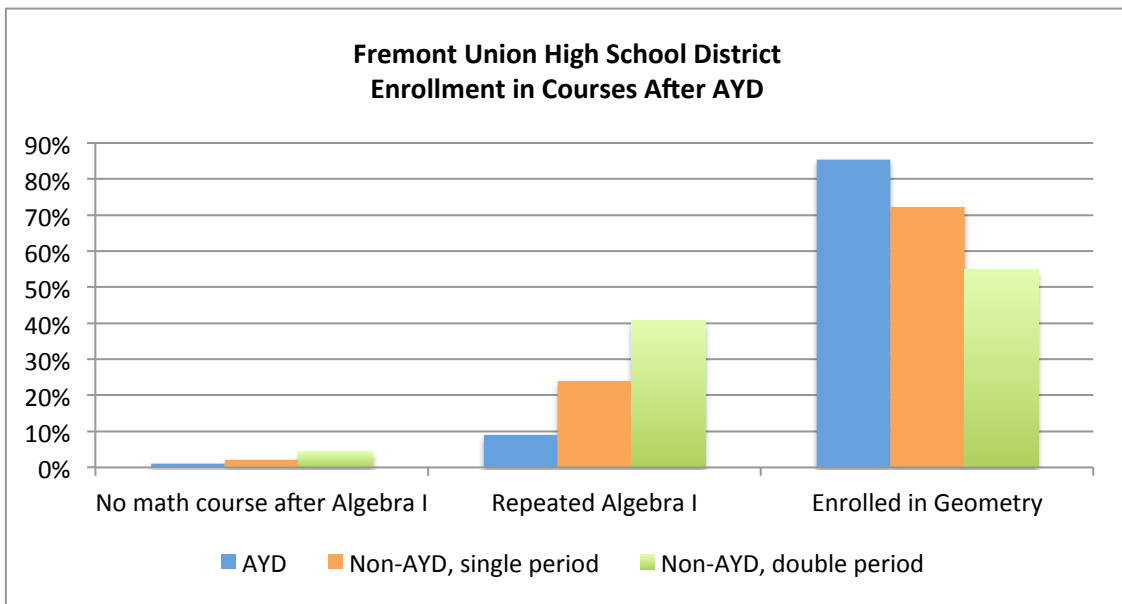
Evanston, IL. In Evanston—a diverse mixed-income suburb of Chicago—Summer-Start AYD was enacted for rising 8th graders who had struggled in mathematics. In the school year before AYD was implemented, scaled scores for those students had increased by only 1 point on the Measures of Adequate Progress (MAP) test, and just 20% met district growth targets. After AYD, students achieved a 12-point increase, and fully 85% met growth targets, while non-AYD students recorded a 6-point increase.

All of our first year freshmen are in School Year AYD. Our Algebra I failure rate for this first nine week period was the lowest it's ever been since I've been here.
 - Principal, Port Isabel, Texas



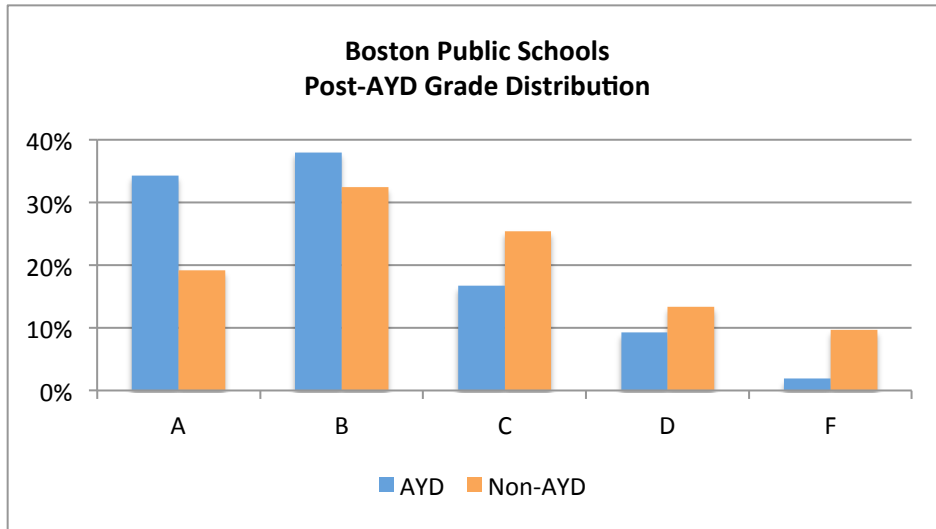
Progress in Course Placement: Fewer AYD students repeated Algebra I, and more enrolled in Geometry, compared with non-AYD students.

Cupertino, CA. Evaluators in Fremont Union High School District examined the academic records of students one year after Summer-Start AYD enactment. They found that 85% of AYD students were able to go on to enroll in Geometry, compared with 72% of non-AYD students enrolled in single period Algebra I and just 55% of those enrolled in double-period Algebra I. Fewer than 10% of AYD students repeated Algebra I in their sophomore year compared with 24% of non-AYD students in single period Algebra I and 41% in double-period Algebra I.



Course Grades: AYD students improved their Algebra I grade.

Boston, MA. Evaluators at Boston Public Schools gathered data to measure AYD and non-AYD student achievement in Algebra I after the AYD summer experience. During the first marking period, twice as many AYD students as non-AYD students earned an A in Algebra, and the failing rate among AYD students was one fifth that of non-AYD students.



This program has made an enormous difference in school life for both our teachers and our adolescent students. AYD has changed the way teachers talk to students, students talk to teachers, and students talk to students.

- Deputy Superintendent, Chicago, Illinois

Tab 6 Appendix C – responding to (e) additional agreements

The following agreement is the Agile Mind Licensing Agreement to be executed by the end user customer for the purchase of Agile Mind licenses.

AGILE MIND™ – (Agile Mind Educational Holdings, Inc.) LICENSE AGREEMENT

This License Agreement (this "Agreement") is entered into as of _____ between _____ ("District") and Agile Mind Educational Holdings, Inc. ("Agile Mind"). This Agreement describes the terms and conditions under which District has agreed to license from Agile Mind certain computer-based on-line learning programs, tools, and services of Agile Mind that the company makes available via access to Agile Mind's Internet servers ("Services").

1. PURCHASE OF SERVICES; PRICE

- a. District agrees to license the proprietary software programs (the "Licensed Course Programs") specified below for the specified number of students, teachers, and campuses for the following fees during the term of this Agreement for the following fee: \$XXX,XXX.

XXXXXX
XXXXXXXXXXXXXX

- b. Subject to the terms and conditions of this Agreement, Agile Mind grants to District a limited, non-exclusive license to use the Licensed Course Programs as specified in paragraph 1.a. during the term of this Agreement. Use of the Licensed Course Programs includes access to and use of materials on portions of the Agile Mind Web site for those Licensed Course Programs ("Web site") (including use of materials available for printing on the Web site). District will be permitted to use (and may use) the Licensed Course Programs only for the number of students and teachers and only for the campuses and subjects specified in paragraph 1.a., except that (i) parents of the authorized students may use the Licensed Course Programs to assist the students and (ii) school administrators at the campuses may use the Licensed Course Programs to perform their administrator job responsibilities. As part of these conditions, District agrees that District will not, and will not authorize students or teachers (or parents or administrators) to:
 - Print or make additional photocopies or electronic copies of Web site or printed pages for anyone, including students or teachers, unless those copies are for and essential to the instructional progress of a teacher or student licensed to use the Licensed Course Programs,
 - Download, distribute or otherwise make available any part of any Agile Mind Web site, except for the downloading and printing of authorized materials for use by the authorized teachers and students (and the parents and administrators) as described in paragraph 1.a., or
 - Share or distribute passwords or access codes.
- c. District may use the Web site, and any materials available on or printed from the Web site only as expressly permitted in this Agreement.
- d. This Agreement (and District's license to the Licensed Course Programs) shall terminate on June 30, 2020 provided that on July 1, 2020 and each successive July 1 thereafter, the License Agreement shall renew for a successive additional one-year period upon approval of both parties.
- e. District will remit the fees specified above directly to Porter Capital Corporation PO Box 12105, Birmingham, AL 35202 RE: Agile Mind Educational Holdings, Inc. or such other designee as indicated by Agile Mind from time to time. In addition, District will pay any sales, use and similar taxes relating to the Services. Proof of exemption from those taxes must be on file with Agile Mind for any order to be treated as exempt from those taxes. District will pay the fees and taxes within Thirty (30) days from the date of invoice.

2. RETENTION OF RIGHTS

The Licensed Course Programs, together with the Web site and the software, content, data, and other materials used or made available by Agile Mind in providing the Licenses and any information in or derived from the foregoing (collectively, "Related Materials"), are proprietary and confidential to Agile Mind. District, including its teachers and students (together with the students' parents and administrators), may use (and agrees to use) the Licensed Course Programs and Related Materials only as specified in this Agreement, and agrees not to make any other use or any disclosure of the Licensed Course Programs or Related Materials. As part of this obligation, District may not modify, redistribute, sell, decompile or reverse engineer the Related Materials, or otherwise reduce any portion of the software included in the Related Materials to a human-perceivable form or seek to derive or use any algorithms, concepts, techniques, processes or methods embodied in the software. Agile Mind retains all rights as to the Licensed Course Programs and Related Materials (including copyright, trade secret, trademark and other intellectual property rights), and any implied rights are excluded and disclaimed.

3. AUTHORIZATIONS

Agile Mind represents and warrants that it is authorized to execute and perform this Agreement and that the individual signing for Agile Mind is authorized to sign on behalf of Agile Mind. District represents and warrants that it is authorized to execute and perform this Agreement and that the individual signing for District is authorized to sign on behalf of District.

4. INDEMNIFICATION

District acknowledges that it is responsible for the use of the Licensed Course Programs and Related Materials by District and its teachers and students (together with the students' parents and administrators), including compliance with District's own policies and procedures relating to the Internet. To the extent permitted by applicable law, District agrees to indemnify, hold harmless and (at Agile Mind's request) defend Agile Mind from any cause of action or other claim that arises from such use of the Licensed Course Programs and Related Materials.

5. CONFIDENTIALITY

Neither party shall disclose this Agreement or any of its terms and conditions to any third party without prior written notice to the other party, except to the extent a party is obligated by law or by a court of competent jurisdiction to make a disclosure, provided that the party subject to the obligation to disclose promptly notifies the other party and reasonably cooperates with the other party to limit the disclosure and use of the Agreement or its terms and conditions. In addition, a party may disclose this Agreement or its terms and conditions to actual or potential acquirers of, investors in, or sources of financing for all or any part of the party.

6. WARRANTY DISCLAIMER

Agile Mind will use commercially reasonable efforts to have the Licensed Course Programs licensed by District conform in all material respects to the functional description of the Licensed Course Programs on the Web site from which the Licensed Course Programs are provided. The Licensed Course Programs and Related Materials are otherwise provided "as is." AGILE MIND DISCLAIMS ANY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7. LIMITATION OF LIABILITY

Neither Agile Mind nor any licensor, content provider, supplier, service provider, trainer, consultant or other third party associated with Agile Mind will be liable (under any legal theory), for damages or otherwise, in an amount that exceeds the payments actually made by District to Agile Mind under this Agreement. In any event, neither Agile Mind nor any such associated third party will be liable for incidental, consequential,

indirect, special or other non-direct damages, or any lost profits or revenue, in connection with the Services or this Agreement.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement relating to the subject matter hereof, superseding any earlier or contemporaneous understandings, covenants, conditions, representations, warranties, or other agreements (oral, written or otherwise). Each party acknowledges that it is not relying on any understandings, covenants, conditions, representations, warranties, or agreements other than as expressly set forth in this Agreement. Any modifications or amendments to this Agreement must be in writing signed by a duly authorized agent or representative of Agile Mind and District. As part of the foregoing, any contrary, inconsistent, or additional terms incorporated in any purchase order or other documents will not supersede the terms and conditions of this Agreement.

9. TERMINATION OF AGREEMENT

Either party may terminate this Agreement, with or without cause, in accordance with Section 1.d above. Sections 2 and 4-12 will survive expiration or termination of this Agreement. Termination or expiration will not affect Agile Mind’s right to payment for (and District will pay) fees and other amounts, including fees for the Services.

10. NON-ASSIGNMENT OF AGREEMENT

District may not (and shall not) assign or otherwise transfer this Agreement or any right under this Agreement or grant any sublicense of any right under this Agreement. Any attempted assignment, transfer, or sublicense shall be void. Agile Mind may assign or otherwise transfer this Agreement but only as part of a merger, asset sale or other transfer involving the portion of Agile Mind’s business to which this Agreement relates.

11. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the State of Delaware. Any action or proceeding brought by either party against the other arising out of or relating to this Agreement shall be brought only in a state or federal court of competent jurisdiction in the State of Delaware.

12. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person, by US Mail, or Federal Express or equivalent carrier at the following address:

If to Agile Mind:

Agile Mind Educational Holdings, Inc.
1705 W. Northwest Hwy
Suite 160
Grapevine, TX 76051
ATTN: Laurie Mayhan
866-284-4655
Fax: 817-442-8351
lmayhan@agilemind.com

If to District:

School or District Name: _____

ATTN: _____

Street: _____

City/State/Zip: _____

ACKNOWLEDGED AND AGREED:

Agile Mind Educational Holdings, Inc.

District:

Signature

Neil Read

Print Name

Controller

Title

Signature

Print Name

Title

Phone

E-Mail

Tab 6 – Additional Required documents (responding to Appendix C)

Attached are documents #1, #2, #3, #4

Appendix C, Doc #1

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

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information 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 Offeror. Offeror is 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.

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.
- 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 include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

11/11/2019

Date



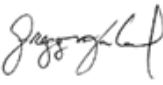
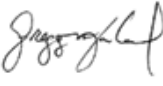
Authorized Signature & Title

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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.

Company	Contact	
<u>Agile Mind Educational Holdings, Inc.</u>		Signature
<u>1705 W Northwest Hwy</u>		Gregg McFarland
		Printed Name
Address		President, Agile Initiatives
<u>Suite 160</u>		Position with Company
<u>Grapevine TX 76051</u>	Official Authorizing Proposal	
		Signature
		Gregg McFarland
		Printed Name
Phone	<u>817-329-2223</u>	President, Agile Initiatives
		Position with Company
Fax	<u>817-442-8351</u>	

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. 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

Last Revision: June 9, 2019

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2019-560111

Date Filed:
11/11/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Agile Mind Educational Holdings, Inc.
Grapevine, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Solicitation Number 19-19
Educational Software Solutions and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Gregg McFarland, and my date of birth is 9/29/54.
My address is 1705 W. Northwest Hwy Suite 160, Grapevine, TX, 76051, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.
Executed in Tarrant County, State of TX, on the 11th day of November, 2019.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

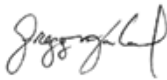
I, Gregg McFarland, as an authorized representative of Agile Mind Educational Holdings, Inc., a contractor engaged by Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



11-11-2019

Signature of Named Authorized Company Representative

Date

Appendix C, DOC # 5

SPECIAL CONDITIONS

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor(s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Alternative Pricing for Federal Funding

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor 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 section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- (1) Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- (2) 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- (3) 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.
- (4) 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.
- (5) In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.

- (6) The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- (3) Under 40 U.S.C. § 3702, 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 workweek.
- (4) 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.

- (5) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- (1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- (2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - (3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- (1) The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the

state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- (3) These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- (4) In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- (5) Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)”

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.”


APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Agile Mind Educational Holdings, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Gregg McFarland President Agile Initiatives
Name and Title of Contractor's Authorized Official

November 15, 2019
Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: Agile Mind Educational Holdings Inc. _____

Address, City, State, and Zip Code: 1705 W. Northwest Highway, Grapevine, TX 76051

Phone Number: 817-329-2015 _____ Fax Number: 817-442-8351 _____

Printed Name and Title of Authorized

Representative: Gregg McFarland, President Agile Initiatives _____

Email Address: gmcfarland@agilemind.com _____



Date: November 15, 2019 _____

Signature of Authorized Representative

Appendix C, DOC # 6

QUESTIONNAIRE

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

1. 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, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

NOTE: Agile Mind is a woman lead small business, but with less than 50 employees. As such, we do not have formal certification for these programs.

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

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

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: _____

e. Other

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____


3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? Yes No

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Agile Mind Educational Holdings, Inc

Contact Person Gregg McFarland

Signature 

Date November 15, 2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Agile Mind Educational Holdings, Inc

Contact Person Gregg McFarland

Signature  _____

Date November 15, 2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Agile Mind Educational Holdings, Inc

Contact Person Gregg McFarland

Signature  _____

Date November 15, 2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist