Region 4 Education Service Center (ESC) Contract # R191901

for

Educational Software Solutions and Services

with

Agile Mind Educational Holdings, Inc.

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Agile Mind Educational Holdings effective May 1, 2020:

- I. Appendix A; Vendor Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

<u>APPENDIX A</u>

<u>CONTRACT</u>

This Contract ("Contract") is made as of <u>February 25</u>, 2020 by and between <u>Agile Mind</u> <u>Educational Holdings, Inc.</u> ("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.

- <u>Term of agreement</u>. 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) <u>Scope</u>: 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) <u>Form of Contract</u>. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) <u>Order of Precedence</u>. 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) <u>Commencement of Work</u>. 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) <u>Entire Agreement (Parol evidence)</u>. 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) <u>Assignment of Contract</u>. 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) <u>Novation</u>. 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) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) <u>Adding Authorized Distributors/Dealers</u>. 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) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. 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) <u>Termination for Cause</u>. 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) <u>Delivery/Service Failures</u>. 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) <u>Force Majeure</u>. 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) <u>Standard Cancellation</u>. 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) <u>Licenses</u>. 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) <u>Survival Clause</u>. 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) <u>Delivery</u>. 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) <u>Inspection & Acceptance</u>. 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) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) <u>Price Adjustments</u>. 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) <u>Audit Rights</u>. 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) <u>Discontinued Products</u>. 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.

- <u>19) New Products/Services</u>. 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.
- <u>20)</u> <u>Options.</u> 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.
- <u>21)</u> <u>Warranty Conditions</u>. 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) <u>Site Cleanup</u>. 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) <u>Site Preparation.</u> 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.
- <u>24) Registered Sex Offender Restrictions.</u> 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.
- <u>25)</u> <u>Safety measures.</u> 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.
- <u>26)</u> <u>Smoking</u>. 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.
- <u>28) Funding Out Clause.</u> 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.
- <u>29) Indemnity</u>. 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.
- <u>30)</u> <u>Marketing</u>. 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.
- <u>31) Certificates of Insurance</u>. 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.
- <u>32) Legal Obligations</u>. 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. R191901

Initial Contract Term May 1, 2020 to April 30, 2023

Region 4 ESC Authorized Board Member

argaret

Print Name

Carmen & Mareno

Region 4 ESC Authorized Board Member

Print Name

<u>Appendix B</u>

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:

 $X\square$ 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** - **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.

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 realworld 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 competences 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

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**. <u>https://www.agilemind.com/</u> 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.

Information Intentionally Redacted

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 technologyenhanced 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:
 - o California
 - o New York
 - o Texas
 - o Florida
 - o Illinois
 - o Pennsylvania
 - o New Jersey
 - New Mexico
 - o Maryland
 - o Washington
 - o Indiana
 - o **Louisiana**
 - o Arkansas
 - o Michigan
 - o Ohio
 - o Tennessee
 - o Virginia
 - Rhode Island
 - o Kansas
 - o 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. <u>Consider attendance, exhibition and participation Commitment to</u> <u>attendance and participation</u> 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 <u>based on the value this opportunity could</u> <u>represent for educational program and curriculum providers such as</u> <u>Supplier.</u>
 - v. <u>Consider attendance, exhibition and participationCommitment to attend</u>, <u>exhibit and participate</u> at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers <u>based on the value</u> <u>this opportunity could represent for educational program and curriculum</u> <u>providers such as Supplier</u>. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance <u>within the budget and overall framework of Supplier's marketing plan</u> 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. <u>Agile Mind does not currently have any cooperative contracts or agreements.</u>
- 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 90day 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.<u>G.</u>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 <u>gmcfarland@agilemind.com</u> & (817) 924-3736

iv. Sales Support

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

v. Financial Reporting

Laurie Mayhan, Sales Operations Manager <u>lmayhan@agilemind.com</u> & (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.<u>H.</u> 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:
 - o New England
 - o Pennsylvania/New Jersey/Delaware
 - o Mid-Atlantic
 - o Southeast
 - o South Central
 - Midwest
 - o Texas
 - o Southwest
 - Pacific Northwest
 - o California
- There are seven Outside sales directors that are based in the following locations:
 - o Annapolis, MD
 - o Boston, MA
 - o Chicago, IL
 - o Dallas-Ft. Worth, TX
 - o New York, NY
 - o 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 <u>jmoore@agilemind.com</u> & (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 setup, 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 and 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. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

REDACTED

- 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:
 - o 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:

- o 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.
- o 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.

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 = Unavailable

UN

66.3

Spread Financials

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UN

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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;

> Requirements for National Cooperative Contract Page 23 of 45

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro- purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

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

APPENDIX II TO 2 CFR PART 200

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

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

Does offeror agree? YES

Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract. Jugs of

Does offeror agree? YES

Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order

> **Requirements for National Cooperative Contract** Page 24 of 54

11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES

_____Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES_______

Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES 8 8 8 8 9 9 9 9

_____Initials of Authorized Representative of offeror

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

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—

Requirements for National Cooperative Contract Page 25 of 54

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

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

Does offeror agree? YES_______

Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES_ 835366

Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES 83556

Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does offeror agree? YES__________

Initials of Authorized Representative of offeror

Requirements for National Cooperative Contract Page 26 of 54

CERTIFICATION OF COMPLIANCE	WITH THE ENERGY POLICY AND CONSERVATION ACT
comply with the mandatory standards and policies relating plan issued in compliance with the Energy Policy and Compliance with the Energy Policy a	y contract resulting from this procurement process, offeror certifies that it will ng to energy efficiency which are contained in the state energy conservation onservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
Does offeror agree? YES Provident	Initials of Authorized Representative of offeror
CERTIFICATION OF COM	IPLIANCE WITH BUY AMERICA PROVISIONS
Administration funds, offeror certifies that its products co provide such certification or applicable waiver with respe	y Administration, Federal Railroad Administration, or Federal Transit omply with all applicable provisions of the Buy America Act and agrees to ect to specific products to any Participating Agency upon request. ct must still follow the applicable procurement rules calling for free and
Does offeror agree? YES	Initials of Authorized Representative of offeror
CERTIFICATION OF A	CCESS TO RECORDS – 2 C.F.R. § 200.336
documents, papers, or other records of offeror that are	cy or any of their duly authorized representatives shall have access to any pertinent to offeror's discharge of its obligations under the Contract for the anscriptions. The right also includes timely and reasonable access to offeror's lating to such documents.
CERTIFICATION OF	APPLICABILITY TO SUBCONTRACTORS
Offeror agrees that all contracts it awards pursuant to the	e Contract shall be bound by the foregoing terms and conditions.
Does offeror agree? YES	Initials of Authorized Representative of offeror
further acknowledged that offeror certifies complian noted above.	local laws, rules, regulations and ordinances, as applicable. It is ce with all provisions, laws, acts, regulations, etc. as specifically
Offeror's Name:Agile Wind Educational HC	
Address, City, State, and ZipCode: 1705 W. North	west Hwy Suite 160 Grapevine TX 76051
Phone Number: 817-329-2223	Eax Number:
Printed Name and Title of Authorized Representative:	Gregg McFarland, President, Agile Initiatives
EmailAddress:gmcfarland@agilemind.con	n
Signature of Authorized Representative:	

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. North	west Highway, Suite 160	
City, State, Zip Code	: Grapevine, TX 76051	
Complete as appropr	iate:	
	, certify that I am the sole owner of, that there are no partners and the orated, and the provisions of N.J.S. 52:25-24.2 do not apply. OR:	
I	, a partner in	, do
therein. I further certif there is also set forth the	following is a list of all individual partners who own a 10% or gre fy that if one (1) or more of the partners is itself a corporation or p he names and addresses of the stockholders holding 10% or more the individual partners owning 10% or greater interest in that partners OR :	partnership, of that
, a corporation, do her stockholders in the cor one (1) or more of such the names and address	and, an authorized representative of <u>Agile Mind Educational Hold</u> reby certify that the following is a list of the names and addresses of poration who own 10% or more of its stock of any class. I further th stockholders is itself a corporation or partnership, that there is a res of the stockholders holding 10% or more of the corporation's s ming a 10% or greater interest in that partnership.	of all certify that if also set forth

(Note: If there are no partners or stockholders owning 10% or more interest, indicate

none.) Na	ame 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.

Jaggroff

November 13, 2019

NON-COLLUSION AFFIDAVIT

Company Name: Agile Mind Education	onal Holdings, Inc.
Street: 1705 W. Northwest Hwy Suite 1	160
City, State, Zip Code: Grapevine TX	76051
State ofTexas	
County ofTarrant	
Gregg McFarland of the	Southlake
Name	City
n the County of	, State of Texas
of full age, being duly sworn according	g to law on my oath depose and say that:
am the President, Agile Initiatives o	f the firm of Agile Mind Educational Holding, Inc.
Title	Company Name

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

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

Agile Mind Educational Holdings, Inc. Company Name

Subscribed and sworn before me

this <u>12th</u> day of <u>November</u>, 20<u>19</u>

Notary Public of Texas

My commission expires April 25 , 20 20

Questing	President, Agile	Initiatives
Anthorized Si	ignature & Title	
WTARY PLAN	JENNIFER A. SALO	
	Notary ID # 130634330 My Commission Expires April 25, 2020	

SEAL

Requirements for National Cooperative Contract Page 30 of 45

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

Company Name: <u>Agile Mind Educational Holdings, Inc.</u>

Street: <u>1705 W Northwest Highway Suite 160</u>

City, State, Zip Code: <u>Grapevine, TX 76051</u>

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) <u>Vendors must submit with proposal:</u>

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

OR

- 2. A photo copy of their <u>Certificate of Employee Information</u> <u>Report OR</u>
- 3. A complete <u>Affirmative Action Employee Information Report (AA302)</u>

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.

Juggraff

November 13, 2019

Authorized Signature

Date

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 <u>N.J.S.A.</u> 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (<u>http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html</u>). 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 (<u>N.J.S.A.</u>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 <u>http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</u>. 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 <u>N.J.S.A.</u> 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (<u>N.J.S.A.</u> 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 <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

<u>N.J.S.A.</u> 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.**

* <u>N.J.S.A.</u> 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."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor	Information
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Vendor Nar	ne: Agile Mind Educa	tional Holdings, Inc	
Address:	Address: 1705 W Northwest Highway		
City: Grapevine		State: TX	Zip: 76051

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

Gregg McFarland

President- Agile Initiatives

Signature

Printed Name

Part II - Contribution Disclosure

Title

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
	None		\$
	None		

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

DOC #4, continued

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.

 \mathbf{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

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.

Name:
Home Address:
Name:
Home Address:
Name:
Home Address:
(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.ni.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 nonresponsive 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.

Description of Activities	Relationship to Bidder/Offeror	
Duration of Engagement	Anticipated Cessation Date	
Bidder/Offeror Contact Name	Contact Phone Number	
ADD AN ADDITIONAL ACTIVITIES ENT	BY by represent and state that the foregoing information and any attachments thereto to am authorized to execute this certification on behalf of the above-referenced person	o the b

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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 AAAAAAAAAA STATE OF NEW JERSEY **BUSINESS REGISTRATION CERTIFICATE** DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252 TAXPAYER NAME: TRADE NAME: AGILE MIND EDUCATIONAL HOLDINGS, INC. ADDRESS: SEQUENCE NUMBER: 1705 W NORTHWEST HWY STE 160 1825208 **GRAPEVINE TX 76051 EFFECTIVE DATE:** ISSUANCE DATE: 05/07/18 09/30/13 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, nonprofit organization, EdReports.org. A copy of this in depth report can be accessed at: <u>https://www.edreports.org/reports/overview/agile-mind-middle-school-mathematics-2016</u> <u>https://www.edreports.org/reports/overview/agile-mind-2016</u>

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.

Agile Mind Team Profile (Key Team Members)

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

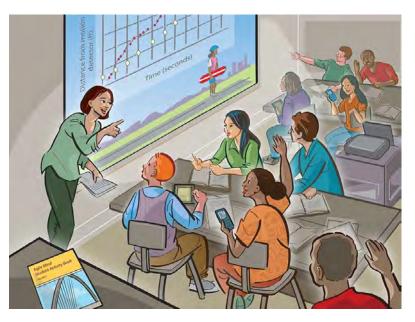
Agile Mind's rigorous and supportive curriculum promotes student engagement, collaboration, and perseverance. Our materials foster deep mathematical understanding through rich problem-solving activities, real-world connections, powerful visualizations and animations, and frequent opportunities for student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

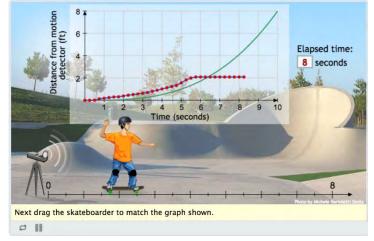
Rich Problem-Solving Tasks and Real-World Scenarios

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 standardsbased 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.

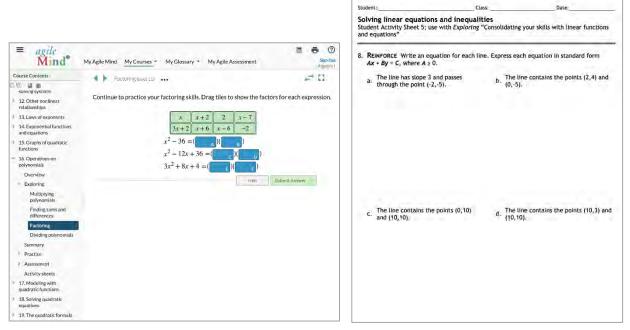
Our curriculum includes several means to promote practice and application of concepts and principles, as well as the ongoing practice of procedural skills to build automaticity and fluency. Continual practice and review are

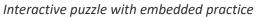
incorporated within the program's daily lessons, homework assignments, and embedded assessments — both online and through paper-and-pencil.

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



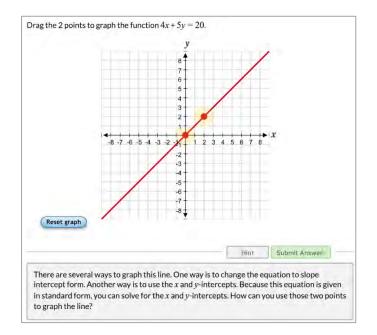


Student Activity Sheet with Reinforce items

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.



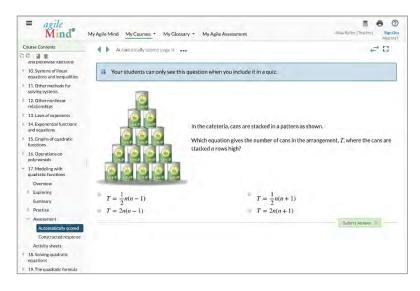
In addition to the practice and assessment resources available in the topics, Agile Assessment, a repository with over 6000 items covering standards for grades 6 through Algebra II is available to provide teachers with a flexible tool for creating practice and assessment opportunities.

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

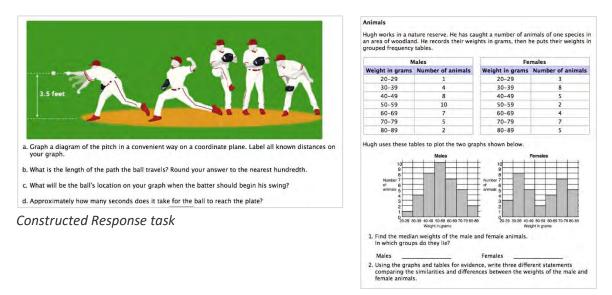
Each topic includes an end-of-topic assessment component called *Automatically scored*. This assessment simulates higher-stakes testing and can be used by teachers to create topic quizzes. The items are automatically graded so students and teachers receive real-time data on the progress of learning.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



Automatically scored assessment item

Performance Tasks

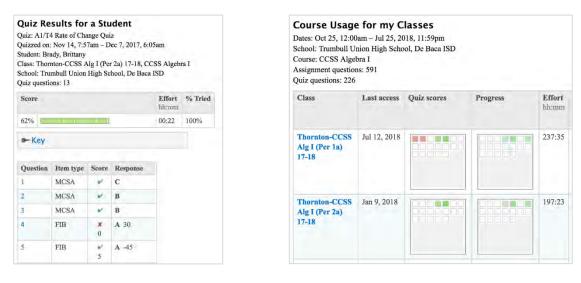
Agile Mind's *Constructed response* tasks and Mathematics Assessment Resource Service (MARS) tasks provide students with opportunities to demonstrate their ability to apply what they have learned in new contexts. Rubrics are available.



MARS Task

Real-time Data and Reporting on Student Progress

Thornton-Eng Algebra I (Per 2a) 17-18										Scores			Progress		
▼ 2012 Topic 16 Feb 6, 2018, 8:00am - 12:27pm 4 4 4 questions require scoring, 0% complete															
4 questions requ Quiz questions: 10 Students: 20/25 (Start		U% comple	te					2			-	25 stude	ents assig	gned	
Student	Effort hh:mm	% Tried	Score		1/	2	3	4	5	6	7	8	9	10	
Arconada, Leahonia	00:06 🕇	100%	33%		5	x 0	× 0	x 0	1		1		* 0	5	
Barber, Cliff	00:07 🕇	100%	33%	1 1 1	5	× 0	* 0	x 0	н.				* 0	5	
Blanes, Tabora	00:02	80%	0% 🖊		× 0	× 0	× 0	* 0			1	1.00	* 0		
Borrero, Irune	00:02	100%	50%		× 0	* 0	* 0	* 5					5	5	
Brady, Brittany	00:02	80%	14%		5	* 0	× 0	* 0			×.		* 0		
Bright, Melissa	00:01	0%	0% 🖊												
Christensen, Dalton	00:02	100%	67% 🕇		5	5	* 0	* 0	-			1	5	5	
Conde, Jimena	00:02	100%	50%		5	× 0	x 0	× 0	н				5	5	



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.

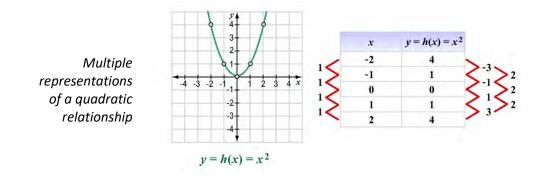
Effort – Information on the time students spend on task allows you to better understand whether you have a teaching problem or a motivation/engagement problem.

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

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).

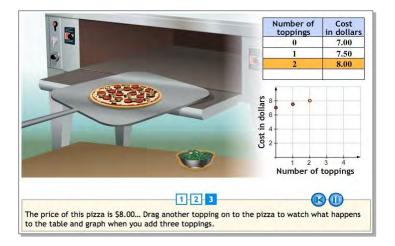


edreports.org

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



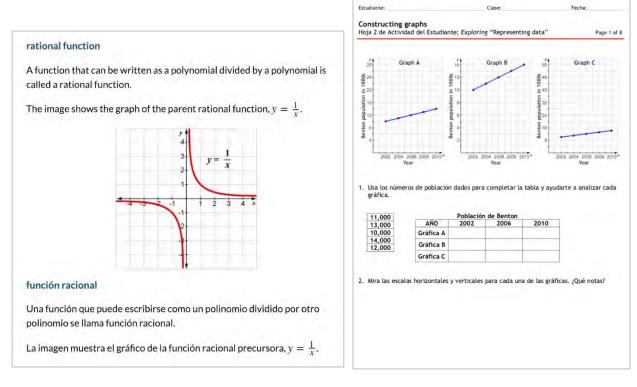
Approaching ideas conceptually, in the context of the real world, connects new ideas to students' own experiences and prior knowledge, helping them better understand the meaning of the new learning.

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.

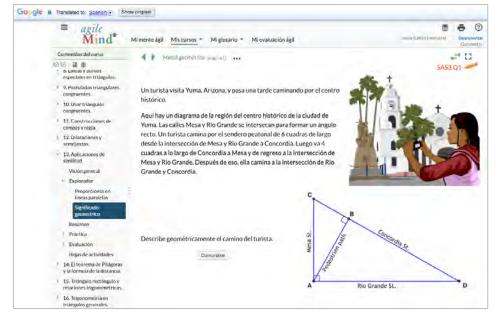
Agile Mind is engineered to work seamlessly with language translation tools

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.



English/Spanish glossary of key terms

Spanish version Student Activity Book



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

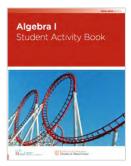
Based on the assessed or expressed needs of individual and groups of teachers interactive webinars are focused on a range of topics that include developing teachers' content knowledge, review, preparation and planning for upcoming units or topics, trajectory studies, instructional strategies, mathematical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

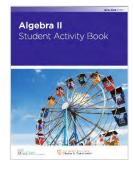
Print Materials

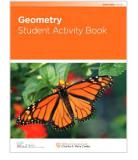
Student Activity Books. Activity sheets support each lesson, with opportunities for students to record their work, capture notes, and engage in practice tasks during lessons and with additional practice and application for nightly homework.

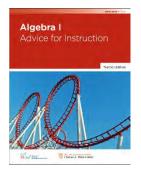
Advice for Instruction. In addition to the online version of the Advice for Instruction that is available to teachers inside the Agile Mind Learning Management System, teachers are provided with a printed, spiral-bound hard copy of all the topic planning and teaching guidance that is provided online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

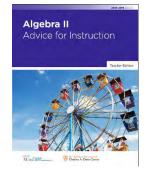
Sample covers of print materials for student and for teachers, (Advice for Instruction)

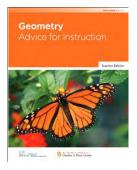












Experience working with the public sector

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	96 806-219-0080 401-31				
Email	adolfop103lu@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 Middle School Math			
Description	Middle School Math, High School Math, Agile Assessment & Intensified Algebra	h, Agile Assessment Algebra				
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			
Contact	Jeremy Cohen, Ph.D.	Anne Smith	Shannon Torres			
			Executive Secretary for			
Title	Supervisor of Math	Assistant Superintendent	Executive Secretary for Teaching and Learning			
Title Phone	Supervisor of Math 908-851-6556	Assistant Superintendent 337-239-3401	Executive Secretary for Teaching and Learning 509-877-4181			
Title Phone Email	Supervisor of Math 908-851-6556 jcohen@twpunionschools.org	Assistant Superintendent 337-239-3401 anne.smith@vpsb.us	Executive Secretary for Teaching and Learning 509-877-4181 shannont@wapatosd.org			
Title Phone	Supervisor of Math 908-851-6556	Assistant Superintendent 337-239-3401	Executive Secretary for Teaching and Learning 509-877-4181			
Title Phone Email City	Supervisor of Math 908-851-6556 jcohen@twpunionschools.org Union	Assistant Superintendent 337-239-3401 anne.smith@vpsb.us Leesville	Executive Secretary for Teaching and Learning 509-877-4181 shannont@wapatosd.org Wapato			
Title Phone Email City State	Supervisor of Math 908-851-6556 jcohen@twpunionschools.org Union	Assistant Superintendent 337-239-3401 anne.smith@vpsb.us Leesville	Executive Secretary for Teaching and Learning 509-877-4181 shannont@wapatosd.org Wapato			
Title Phone Email City State Yrs.	Supervisor of Math 908-851-6556 jcohen@twpunionschools.org Union NJ 2 High School Math, Agile	Assistant Superintendent 337-239-3401 anne.smith@vpsb.us Leesville LA	Executive Secretary for Teaching and Learning 509-877-4181 shannont@wapatosd.org Wapato WA			
Title Phone Email City State Yrs. Serviced	Supervisor of Math 908-851-6556 jcohen@twpunionschools.org Union NJ 2	Assistant Superintendent 337-239-3401 anne.smith@vpsb.us Leesville LA 2	Executive Secretary for Teaching and Learning 509-877-4181 shannont@wapatosd.org Wapato WA 5			

Entity	Fort Wayne Community	December 110D	
name	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	тх	NM
Yrs.			
Serviced	2	8	7
Description	Middle School Math, High	Middle School Math, Agile	Intensified Algebra
	School Math & Agile Assessment	Assessment & Intensified Algebra	
Annual			
Volume	210,000	60,000	130,000
F			
Entity	Uillahamanah Canata Sahaala		
name	Hillsborough County Schools		
Contact	Michael Smith		
Title	Supervisor of Secondary Mathematics		
Phone	813-272-4426		
Email	Michael.smith@sdhc.k12.fl.us		
City	Tampa		
State	FL		
Yrs.	FL		
Serviced	7		
Description	Algebra I, Intensified Algebra &		
-	Agile Assessment		
Annual	Agric Assessment		
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,

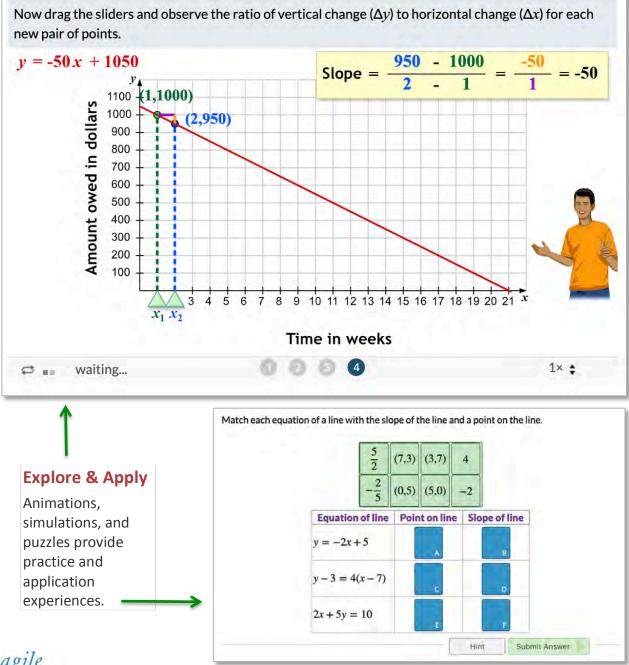
Gregg McFarland gmcfarland@agilemind.com

(214) 924-3736

Our Approach to Problem Solving & Practice

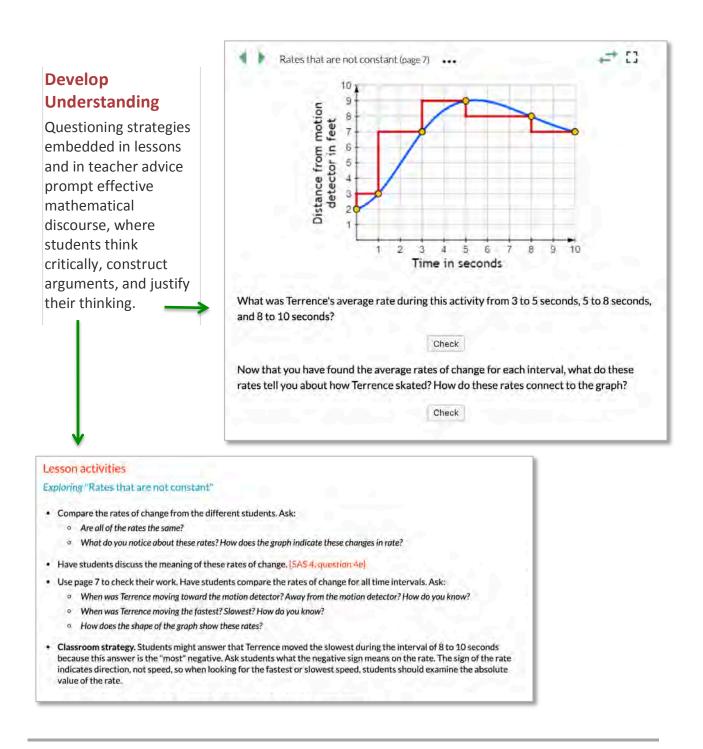


Agile Mind's middle and high school mathematics programs provide daily, balanced opportunities for problem solving and practice to ensure students develop both conceptual understanding and procedural fluency. In class, students apply math to real-world contexts, develop conjectures, and justify their 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.





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"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



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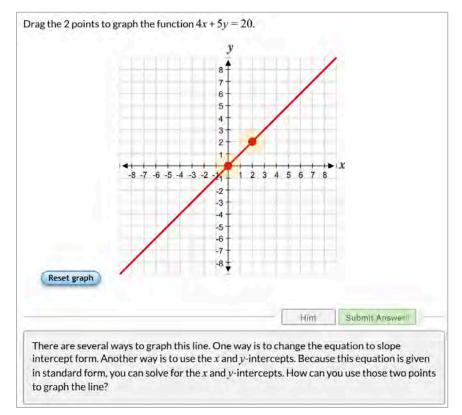
Student:	Date	Build Procedural Fluency
Solving linear equations a Student Activity Sheet 2; Explo	and inequalities pring "Solving linear equations" Page 5 of 6	Throughout lessons
 A dune buggy rental compa plus 15 cents per mile for e 		and nightly homewo practice problems in printed Student
 a. Write a function rule the between number of mile charge per day. 	at models the relationship es driven and total rental	Activity Sheets targe key skills and fluenci
b. Write an equation you c charge for one day was	ould use to find how many miles you drove if the total rental \$42.50.	
c. Solve the equation you v solution using either a ta	wrote in part b using algebraic operations, and verify your able or a graph.	
		<u> </u>
Solve the following equations u	ising algebraic operations.	Reinforce items
10. $x \cdot 12 = 7$	15. $-2a + 9 = -3$	provide opportunitie
11. $\frac{1}{3}z = -2$	16. $5 + \frac{1}{5}b = 6$	for practice and
12. 6 y = 3	17. $31.25 - 0.03g = 29.95$	application of learne skills in familiar and
13. 9 - x = 10	18. $\frac{4}{3}r-6=\frac{2}{3}r$	new contexts.
14. $2x - 5 = 3$	3 3	new contexts.
Solve the following equations t 19. x + 2 = x + 5	20. $x + 2 = x + 2$	
	Student:Class:	Date
	Solving linear equations and inequalities Student Activity Sheet 4; Exploring "Linear inequalities in one vari	able" Page 7 of 13
21. The equation 25x-5y = 30	22. REINFORCE The Biology Club plans to sell plants as a fundraiser that charges a \$25 delivery fee plus \$8 per plant, but the entire advance.	
the equation to slope-inte	a. The club has only \$475 in its bank account. Write an inequal fact that the club can spend no more than this amount on p	
	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 plants.	money to order 100



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



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.



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

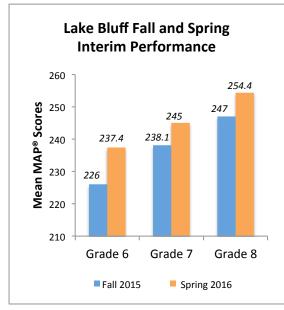
The following snapshots provide examples of success from our partners, and illustrate the achievements that can result for districts that choose to enact Agile Mind.

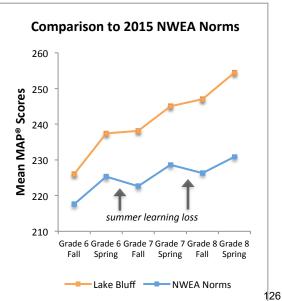
Lake Bluff, IL

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.

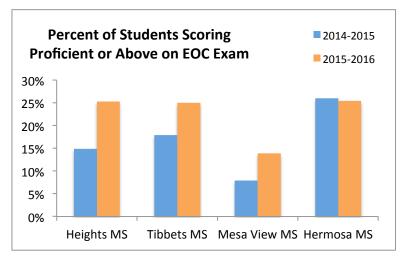




Farmington, NM

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.

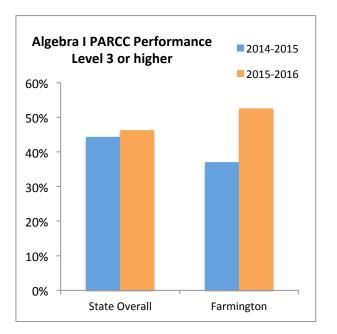
During the 2015-2016 school year, Farmington enacted Agile Mind's *Middle School Mathematics 6, 7, and 8* programs as its core instructional resource. Students' performance on the end-of-course (EOC) exams revealed dramatic growth – the gains here represent a **37% district-wide increase in the number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

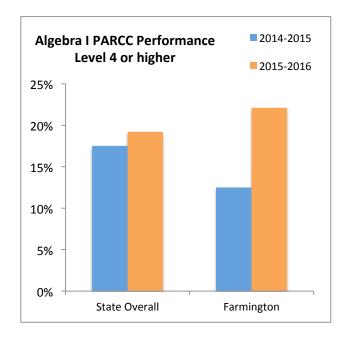


At the high school level, Farmington first administered the PARCC Assessment during the 2014-2015 school year. To strengthen students' understanding of key mathematical concepts, and ultimately their achievement, the district enacted Agile Mind's *Algebra I* program as its core curriculum during the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





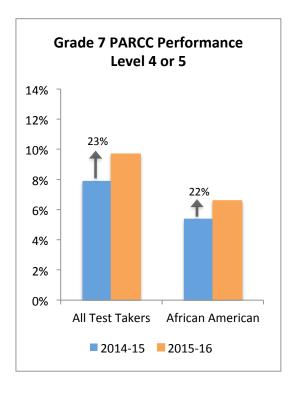
Baltimore, MD

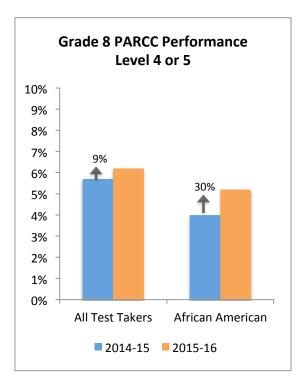
Baltimore City Public Schools is a comprehensive school district serving nearly 85,000 students in Baltimore, Maryland. 65% of students are designated as low income and 15% of students are identified as having a disability. The demographic makeup in the district is 81% African American, 9% Hispanic/Latino,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

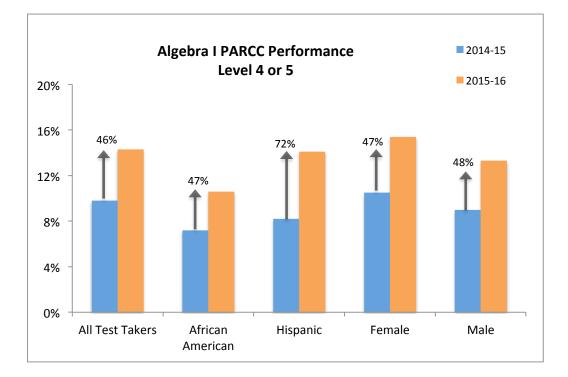
- At the middle school level, the district saw significant increases in the percentage of students meeting or exceeding expectations on PARCC from 2015-2016, with a 23% increase at grade 7 and a 9% increase at grade 8.
- African American students demonstrated the most notable gains in middle school, 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:
 - o 72% increase in the percentage of Hispanic/Latino students who achieved a 4 or 5
 - o 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.

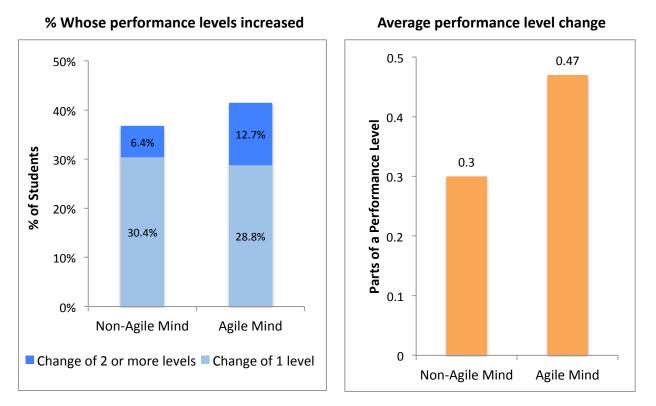
- Chief Academic Officer, Baltimore City Schools

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.



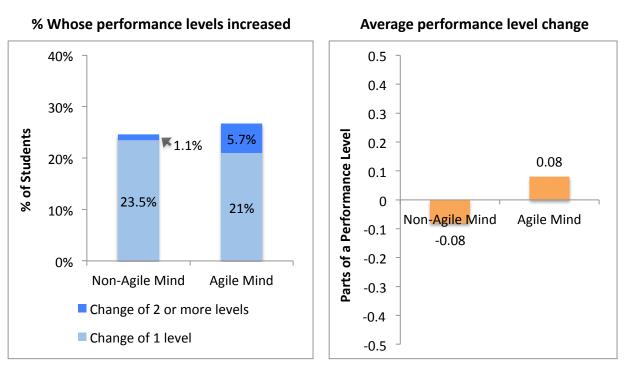
Change in PARCC Performance Levels, 2014-2015 to 2015-2016

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%).





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

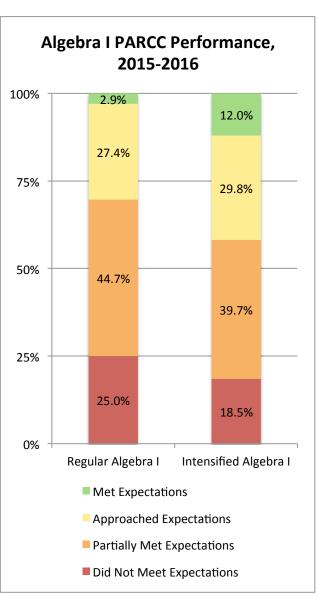
Las Cruces Public Schools is a comprehensive school district serving more than 24,000 students in Las Cruces, NM. The population of students served by the district includes 75% Hispanic and 75% Economically Disadvantaged learners. More than 10% of students are English Language Learners.

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.

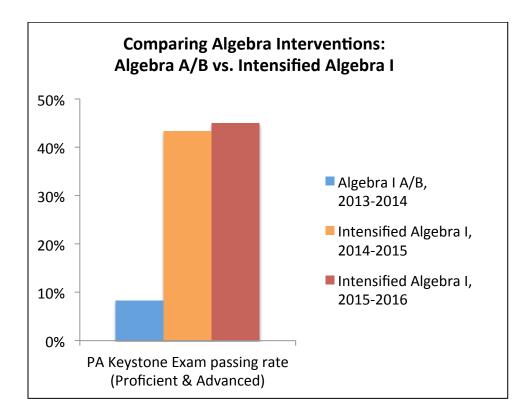


York County School of Technology, York, Pennsylvania

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.

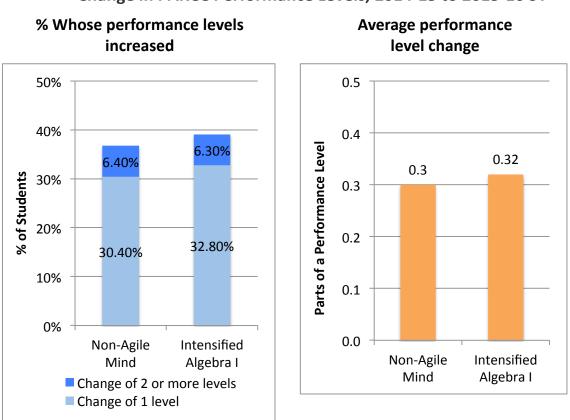
- The passing rate on the Pennsylvania Keystone Exam among students who participated in *Intensified Algebra I* in the first year was 5 times that of students who took Algebra I A/B the previous year.
- In Year 2 of *Intensified Algebra I*, the Keystone Exam passing rate continued to increase among participating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



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.

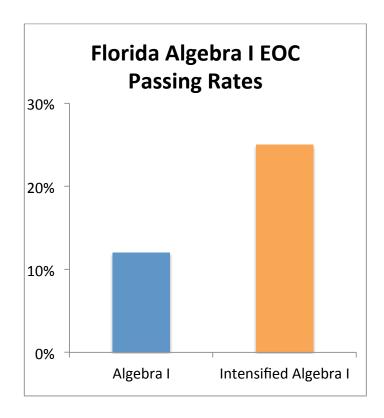
Change in PARCC Performance Levels, 2014-15 to 2015-16 SY

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 Endof-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.

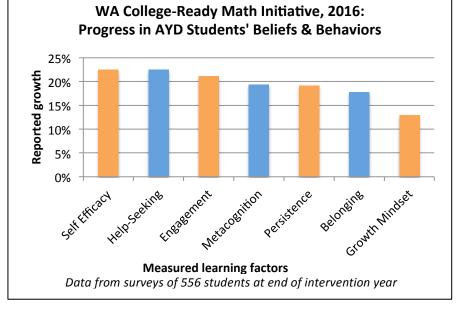
Developed by Agile Mind and the Charles A. Dana Center at The University of Texas in collaboration with leading psychologists, AYD translates the latest research on student motivation, persistence, social and emotional learning, and understanding of intelligence into practical strategies that can transform 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

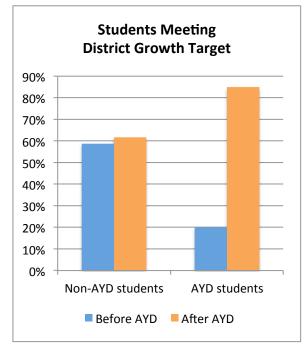
IMPROVED ACHIEVEMENT IN MATHEMATICS

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.

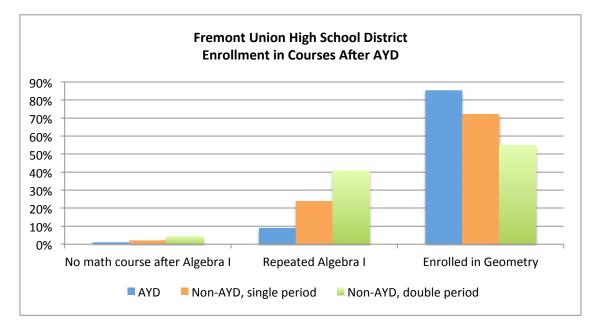
Evanston, IL. In Evanston—a diverse mixed-income suburb of Chicago—Summer-Start AYD was enacted for rising 8th graders who had struggled in mathematics. In the school year before AYD was implemented, scaled scores for those students had increased by only 1 point on the Measures of Adequate Progress (MAP) 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



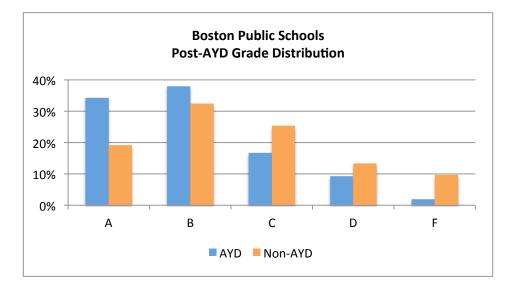
Progress in Course Placement: Fewer AYD students repeated Algebra I, and more enrolled in Geometry, compared with non-AYD students.

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 XXXXXXXXXXXXXXX

- 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 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 Imayhan@agilemind.com

If to District:

School or District Name:	
ATTN:	
Street:	
City/State/Zip:	

ACKNOWLEDGED AND AGREED:

District:

Signature	Signature
Neil Read	
Print Name	Print Name
Controller	
Title	Title
	Phone
	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:

- X 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

Authorized Signature & Title

Date

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	Agile Mind Educational Hol	Contact	June of C
			Signature
	1705 W Northwest Hwy		Gregg McFarland
			Printed Name
	Suite 160		President, Agile Initiatives
Address			Position with Company
	Grapevine TX 76051	Official Authorizing Proposal	Jung of C
			Signature Gregg McFarland
Phone	817-329-2223		Printed Name President, Agile Initiatives
Fax	817-442-8351		Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

					1011	
	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		
1	ame of business entity filing form, and the city, state and country of the business entity's place business.			Certificate Number: 2019-560111		
	Agile Mind Educational Holdings, Inc.		2013	500111		
	Grapevine, TX United States		Date	Filed:		
2	Name of governmental entity or state agency that is a party to the	contract for which the form is	11/11/2019			
-	being filed.					
	Region 4 Education Service Center			Date Acknowledged:		
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provide		the co	ontract, and prov	vide a	
	Solicitation Number 19-19					
	Educational Software Solutions and Services					
4			Nature of interest			
-	Name of Interested Party	City, State, Country (place of busine	ess)	(check ap	oplicable)	
			Controlling In		Intermediary	
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	Gregg McFarland	, and my date of	birth is	9/29/54	1	
		Grapevine	ГХ	76051	USA	
	(street)	;,, _,, _	, _ ate)	(zip code)	., (country)	
	I declare under penalty of perjury that the foregoing is true and correct Tarrant	ТХ	11t			
	Executed inCounty	, State of, on the _	d			
		Jugg of C		(month)	(year)	
		Signature of authorized agent of cont (Declarant)	tracting	g business entity		

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas GovernmentCode, 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.

Gregg McFarland I,______, as an authorized representative of Agile Mind Educational Holdings, Inc.

by

Insert Name of Company

<u>Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092</u>, 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 <u>https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.</u>

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.

Juggerghal

11-11-2019

Signature of Named Authorized Company Representative

Date

_____, a contractor engaged

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, \P 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 <u>construction/reconstruction/renovation and related services</u>, <u>bids must be</u> 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. <u>Termination for Convenience:</u>

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-KickbackAct.

- (1) <u>Applicability of Davis-Bacon Act</u>. 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. <u>It does</u> <u>not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program</u>.
- (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 aweek.
- (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 SafetyStandards Act.

- (1) <u>Applicability</u>: 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 work week.
- (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) <u>Overtime requirements</u>. 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) <u>Violation; liability for unpaid wages; liquidated damages</u>. 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) <u>Withholding for unpaid wages and liquidated damages</u>. 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 or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) <u>Subcontracts</u>. 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) <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public</u> <u>Assistance</u>, 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. <u>Clean Air Act and the Federal Water Pollution Control Act</u>. 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. <u>See</u> 2 C.F.R. Part 200, Appendix II, ¶ G.
 - (1) <u>The following provides a sample contract clause concerning compliance for</u> <u>contracts of amounts in excess of \$150,000</u>:

"<u>Clean Air Act</u>

- 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 Indiantribal 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) <u>Applicability:</u> 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 2C.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. <u>The following provides a debarment and suspension clause. It incorporates an</u> <u>optional method of verifying that contractors are not excluded or disqualified</u>:

"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 disgualified (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. <u>Applicability</u>: 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. <u>See</u> 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. <u>See PDAT Supplement</u>, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. <u>The following provides a Byrd Anti-Lobbying contract clause</u>:

"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, <u>Agile Mind Educational Holdings, Inc</u>, 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 Initatives Name and Title of Contractor's Authorized Official

November 15, 2019

10. Procurement of Recovered Materials.

- a. <u>Applicability</u>: 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. <u>The following provides the clause that a state agency or agency of a political</u> <u>subdivision of a state and its contractors can include in contracts meeting the</u> <u>above contract thresholds</u>:
- "(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) Meetingcontract 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, <u>https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</u>."

- 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. <u>Changes</u>.

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. <u>See DHS</u> 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. <u>See</u> DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. <u>The following provides a contract clause regarding DHS Seal, Logo, and Flags:</u> "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. <u>Compliance with Federal Law, Regulations, and Executive Orders</u>.

- 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. <u>The following provides a contract clause regarding Compliance with Federal Law,</u> <u>Regulations, and Executive Orders</u>: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will 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. <u>The following provides a contract clause regarding no obligation by the Federal</u> <u>Government</u>: "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. <u>The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts</u>: "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: <u>Gregg McFarland</u>, <u>President Agile Initiatives</u>

Email Address: <u>gmcfarland@agilemind.com</u>

Signature of Authorized Representative

Date: November 15, 2019

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 X 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	<u>X</u> 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	e) □Yes ⊠No
List certifying agency:	
e. Other Respondent certifies that this firm is a recognized diversity certificate holder List certifying agency:	∐Yes ⊠No

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? XYes 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

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR CITY OF AUMSVILLE, OR CITY OF AURORA, OR CITY OF BAKER. OR CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR CITY OF CANBY, OR CITY OF CANYONVILLE, OR CITY OF CLATSKANIE. OR CITY OF COBURG, OR CITY OF CONDON, OR CITY OF COQUILLE, OR CITY OF CORVALLI, OR CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR CITY OF GOLD HILL, OR CITY OF GRANTS PASS, OR CITY OF GRESHAM, OR CITY OF HILLSBORO, OR CITY OF INDEPENDENCE, OR CITY AND COUNTY OF HONOLULU, HI CITY OF KENNER, LA CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA CITY OF LAKE CHARLES, OR CITY OF LEBANON, OR CITY OF MCMINNVILLE, OR CITY OF MEDFORD, OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR CITY OF MILWAUKIE, OR CITY OF MONROE, LA CITY OF MOSIER, OR CITY OF NEW ORLEANS, LA CITY OF NORTH PLAINS, OR CITY OF OREGON CITY, OR CITY OF PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF POWERS, OR CITY OF PRINEVILLE, OR CITY OF REDMOND, OR CITY OF REEDSPORT, OR CITY OF RIDDLE, OR CITY OF ROGUE RIVER, OR CITY OF ROSEBURG, OR CITY OF SALEM, OR CITY OF SANDY, OR CITY OF SCAPPOOSE, OR CITY OF SHADY COVE, OR CITY OF SHERWOOD, OR CITY OF SHREVEPORT, LA CITY OF SILVERTON, OR CITY OF SPRINGFIELD, OR CITY OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR CITY OF TROUTDALE, OR CITY OF TUALATIN, OR CITY OF WALKER, LA CITY OF WARRENTON, OR CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR LEAGUE OF OREGON CITES THE CITY OF HAPPY VALLEY OREGON ALPINE, UT ALTA, UT ALTAMONT, UT ALTON, UT AMALGA, UT AMERICAN FORK CITY, UT ANNABELLA, UT ANTIMONY, UT APPLE VALLEY, UT AURORA, UT BALLARD, UT BEAR RIVER CITY, UT

BEAVER, UT BICKNELL, UT **BIG WATER, UT** BLANDING, UT BLUFFDALE, UT BOULDER, UT CITY OF BOUNTIFUL, UT BRIAN HEAD, UT BRIGHAM CITY CORPORATION, UT BRYCE CANYON CITY, UT CANNONVILLE, UT CASTLE DALE, UT CASTLE VALLEY, UT CITY OF CEDAR CITY, UT CEDAR FORT, UT CITY OF CEDAR HILLS, UT CENTERFIELD, UT CENTERVILLE CITY CORPORATION, UT CENTRAL VALLEY, UT CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON, UT CLAWSON, UT CLEARFIELD, UT CLEVELAND, UT CLINTON CITY CORPORATION, UT COALVILLE, UT CORINNE, UT CORNISH, UT COTTONWOOD HEIGHTS, UT DANIEL, UT DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT ENOCH, UT ENTERPRISE, UT EPHRAIM, UT ESCALANTE, UT EUREKA, UT FAIRFIELD, UT FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT FAYETTE, UT FERRON, UT FIELDING, UT FILLMORE, UT FOUNTAIN GREEN, UT FRANCIS, UT FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND, UT GENOLA, UT GLENDALE, UT GLENWOOD, UT GOSHEN, UT GRANTSVILLE, UT

GREEN RIVER, UT GUNNISON, UT HANKSVILLE, UT HARRISVILLE, UT HATCH, UT HEBER CITY CORPORATION, UT HELPER, UT HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT HIDEOUT, UT HIGHLAND, UT HILDALE, UT HINCKLEY, UT HOLDEN, UT HOLLADAY, UT HONEYVILLE, UT HOOPER, UT HOWELL, UT HUNTINGTON, UT HUNTSVILLE, UT CITY OF HURRICANE, UT HYDE PARK, UT HYRUM, UT INDEPENDENCE, UT IVINS, UT JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT LA VERKIN, UT LAYTON, UT LEAMINGTON, UT LEEDS, UT LEHI CITY CORPORATION, UT LEVAN, UT LEWISTON, UT LINDON, UT LOA, UT LOGAN CITY, UT LYMAN, UT LYNNDYL, UT MANILA, UT MANTI, UT MANTUA, UT MAPLETON, UT MARRIOTT-SLATERVILLE, UT MARYSVALE, UT MAYFIELD, UT MEADOW, UT MENDON, UT MIDVALE CITY INC., UT MIDWAY, UT MILFORD, UT MILLVILLE, UT MINERSVILLE, UT MOAB, UT MONA, UT MONROE, UT

CITY OF MONTICELLO, UT MORGAN, UT MORONI, UT MOUNT PLEASANT, UT MURRAY CITY CORPORATION, UT MYTON, UT NAPLES, UT NEPHI, UT NEW HARMONY, UT NEWTON, UT NIBLEY, UT NORTH LOGAN, UT NORTH OGDEN, UT NORTH SALT LAKE CITY, UT OAK CITY, UT OAKLEY, UT OGDEN CITY CORPORATION, UT OPHIR, UT ORANGEVILLE, UT ORDERVILLE, UT OREM, UT PANGUITCH, UT PARADISE, UT PARAGONAH, UT PARK CITY, UT PAROWAN, UT PAYSON, UT PERRY, UT PLAIN CITY, UT PLEASANT GROVE CITY, UT PLEASANT VIEW, UT PLYMOUTH, UT PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT RANDOLPH, UT REDMOND, UT RICHFIELD, UT RICHMOND, UT RIVERDALE, UT **RIVER HEIGHTS, UT RIVERTON CITY, UT** ROCKVILLE, UT ROCKY RIDGE, UT ROOSEVELT CITY CORPORATION, UT ROY, UT RUSH VALLEY, UT CITY OF ST. GEORGE, UT SALEM, UT SALINA, UT SALT LAKE CITY CORPORATION, UT SANDY, UT SANTA CLARA, UT SANTAQUIN, UT SARATOGA SPRINGS, UT SCIPIO, UT SCOFIELD, UT SIGURD, UT SMITHFIELD, UT SNOWVILLE, UT CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT CITY OF SOUTH SALT LAKE, UT SOUTH WEBER, UT

SPANISH FORK, UT SPRING CITY, UT SPRINGDALE, UT SPRINGVILLE, UT STERLING, UT STOCKTON, UT SUNNYSIDE, UT SUNSET CITY CORP, UT SYRACUSE, UT TABIONA, UT CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT TORREY, UT TREMONTON CITY, UT TRENTON, UT TROPIC, UT UINTAH, UT VERNAL CITY, UT VERNON, UT VINEYARD, UT VIRGIN, UT WALES, UT WALLSBURG, UT WASHINGTON CITY, UT WASHINGTON TERRACE, UT WELLINGTON, UT WELLSVILLE, UT WENDOVER, UT WEST BOUNTIFUL, UT WEST HAVEN, UT WEST JORDAN, UT WEST POINT, UT WEST VALLEY CITY, UT WILLARD, UT WOODLAND HILLS, UT WOODRUFF, UT WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA ASCENSION PARISH, LA, CLEAR OF COURT CADDO PARISH, LA CALCASIEU PARISH, LA CALCASIEU PARISH SHERIFF'S OFFICE, LA CITY AND COUNTY OF HONOLULU, HI CLACKAMAS COUNTY, OR CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR CLATSOP COUNTY, OR COLUMBIA COUNTY, OR COOS COUNTY, OR COOS COUNTY HIGHWAY DEPARTMENT, OR COUNTY OF HAWAII, OR CROOK COUNTY, OR CROOK COUNTY ROAD DEPARTMENT, OR CURRY COUNTY, OR DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR EAST BATON ROUGE PARISH, LA GILLIAM COUNTY, OR GRANT COUNTY, OR HARNEY COUNTY, OR HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII COUNTY, HI HOOD RIVER COUNTY, OR

JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE CONSOLIDATED GOVERNMENT, LA LAFAYETTE PARISH, LA LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION LAFOURCHE PARISH, LA KAUAI COUNTY, HI KLAMATH COUNTY, OR LAKE COUNTY, OR LANE COUNTY, OR LINCOLN COUNTY, OR LINN COUNTY, OR LIVINGSTON PARISH, LA MALHEUR COUNTY, OR MAUI COUNTY, HI MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR MULTNOMAH COUNTY SHERIFFS OFFICE, OR MULTNOMAH LAW LIBRARY, OR ORLEANS PARISH, LA PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH, LA SAINT CHARLES PARISH, LA SAINT CHARLES PARISH PUBLIC SCHOOLS, LA SAINT LANDRY PARISH, LA SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR **TERREBONNE PARISH. LA** TILLAMOOK COUNTY, OR TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR UMATILLA COUNTY, OR UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR YAMHILL COUNTY, OR COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT

COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR ADEL WATER IMPROVEMENT DISTRICT, OR ADRIAN R.F.P.D., OR AGNESS COMMUNITY LIBRARY, OR AGNESS-ILLAHE R.F.P.D., OR AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR ALFALFA FIRE DISTRICT, OR ALSEA R.F.P.D., OR ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR AMITY FIRE DISTRICT, OR ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR APPLEGATE VALLEY R.F.P.D. #9, OR ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR AZALEA R.F.P.D., OR BADGER IMPROVEMENT DISTRICT, OR BAILEY-SPENCER R.F.P.D., OR BAKER COUNTY LIBRARY DISTRICT, OR BAKER R.F.P.D., OR BAKER RIVERTON ROAD DISTRICT, OR BAKER VALLEY IRRIGATION DISTRICT, OR BAKER VALLEY S.W.C.D., OR BAKER VALLEY VECTOR CONTROL DISTRICT, OR BANDON CRANBERRY WATER CONTROL DISTRICT, OR BANDON R.F.P.D., OR BANKS FIRE DISTRICT, OR BANKS FIRE DISTRICT #13, OR BAR L RANCH ROAD DISTRICT, OR BARLOW WATER IMPROVEMENT DISTRICT, OR BASIN AMBULANCE SERVICE DISTRICT, OR BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR BATON ROUGE WATER COMPANY BAY AREA HEALTH DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR BEAVER CREEK WATER CONTROL DISTRICT, OR BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR BEAVER SLOUGH DRAINAGE DISTRICT, OR BEAVER SPECIAL ROAD DISTRICT, OR BEAVER WATER DISTRICT, OR BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR BEND METRO PARK AND RECREATION DISTRICT BENTON S.W.C.D., OR BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR BEVERLY BEACH WATER DISTRICT, OR **BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA**

BIG BEND IRRIGATION DISTRICT, OR BIGGS SERVICE DISTRICT, OR BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR BLACK BUTTE RANCH R.F.P.D., OR BLACK MOUNTAIN WATER DISTRICT, OR BLODGETT-SUMMIT R.F.P.D., OR BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR BLUE RIVER PARK & RECREATION DISTRICT, OR BLUE RIVER WATER DISTRICT, OR BLY R.F.P.D., OR BLY VECTOR CONTROL DISTRICT, OR BLY WATER AND SANITARY DISTRICT, OR BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR BOARDMAN PARK AND RECREATION DISTRICT BOARDMAN R.F.P.D., OR BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR BONANZA R.F.P.D., OR BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR BORING WATER DISTRICT #24, OR BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR BRIDGE R.F.P.D., OR BROOKS COMMUNITY SERVICE DISTRICT, OR BROWNSVILLE R.F.P.D., OR BUELL-RED PRAIRIE WATER DISTRICT, OR BUNKER HILL R.F.P.D. #1, OR BUNKER HILL SANITARY DISTRICT, OR BURLINGTON WATER DISTRICT, OR BURNT RIVER IRRIGATION DISTRICT, OR BURNT RIVER S.W.C.D., OR CALAPOOIA R.F.P.D., OR CAMAS VALLEY R.F.P.D., OR CAMELLIA PARK SANITARY DISTRICT, OR CAMMANN ROAD DISTRICT, OR CAMP SHERMAN ROAD DISTRICT, OR CANBY AREA TRANSIT, OR CANBY R.F.P.D. #62, OR CANBY UTILITY BOARD, OR CANNON BEACH R.F.P.D., OR CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR CAPE FERRELO R.F.P.D., OR CAPE FOULWEATHER SANITARY DISTRICT, OR CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR CARMEL BEACH WATER DISTRICT, OR CASCADE VIEW ESTATES TRACT 2, OR CEDAR CREST SPECIAL ROAD DISTRICT, OR CEDAR TRAILS SPECIAL ROAD DISTRICT, OR CEDAR VALLEY - NORTH BANK R.F.P.D., OR CENTRAL CASCADES FIRE AND EMS, OR CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA CENTRAL LINCOLN P.U.D., OR CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR CENTRAL OREGON INTERGOVERNMENTAL COUNCIL CENTRAL OREGON IRRIGATION DISTRICT, OR CHAPARRAL WATER CONTROL DISTRICT, OR CHARLESTON FIRE DISTRICT, OR CHARLESTON SANITARY DISTRICT, OR CHARLOTTE ANN WATER DISTRICT, OR CHEHALEM PARK & RECREATION DISTRICT, OR CHEHALEM PARK AND RECREATION DISTRICT CHEMULT R.F.P.D., OR CHENOWITH WATER P.U.D., OR CHERRIOTS, OR CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR

CHILOQUIN VECTOR CONTROL DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR CHR DISTRICT IMPROVEMENT COMPANY, OR CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR CHRISTMAS VALLEY R.F.P.D., OR CITY OF BOGALUSA SCHOOL BOARD, LA CLACKAMAS COUNTY FIRE DISTRICT #1, OR CLACKAMAS COUNTY SERVICE DISTRICT #1, OR CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR CLACKAMAS RIVER WATER CLACKAMAS RIVER WATER, OR CLACKAMAS S.W.C.D., OR CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR CLATSKANIE LIBRARY DISTRICT, OR CLATSKANIE P.U.D., OR CLATSKANIE PARK & RECREATION DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT CLATSKANIE R.F.P.D., OR CLATSOP CARE CENTER HEALTH DISTRICT, OR CLATSOP COUNTY S.W.C.D., OR CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR CLEAN WATER SERVICES CLEAN WATER SERVICES, OR CLOVERDALE R.F.P.D., OR CLOVERDALE SANITARY DISTRICT, OR CLOVERDALE WATER DISTRICT, OR COALEDO DRAINAGE DISTRICT, OR COBURG FIRE DISTRICT, OR COLESTIN RURAL FIRE DISTRICT, OR COLTON R.F.P.D., OR COLTON WATER DISTRICT #11, OR COLUMBIA 911 COMMUNICATIONS DISTRICT, OR COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR COLUMBIA DRAINAGE VECTOR CONTROL, OR COLUMBIA IMPROVEMENT DISTRICT, OR COLUMBIA R.F.P.D., OR COLUMBIA RIVER FIRE & RESCUE, OR COLUMBIA RIVER PUD, OR COLUMBIA S.W.C.D., OR COLUMBIA S.W.C.D., OR CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION COOS COUNTY AIRPORT DISTRICT, OR COOS COUNTY AIRPORT DISTRICT, OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR COOS FOREST PROTECTIVE ASSOCIATION COOS S.W.C.D., OR COQUILLE R.F.P.D., OR COQUILLE VALLEY HOSPITAL DISTRICT, OR CORBETT WATER DISTRICT, OR CORNELIUS R.F.P.D., OR CORP RANCH ROAD WATER IMPROVEMENT, OR CORVALLIS R.F.P.D., OR COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR COUNTRY CLUB WATER DISTRICT, OR COUNTRY ESTATES ROAD DISTRICT. OR COVE CEMETERY MAINTENANCE DISTRICT, OR COVE ORCHARD SEWER SERVICE DISTRICT, OR COVE R.F.P.D., OR CRESCENT R.F.P.D., OR CRESCENT SANITARY DISTRICT, OR CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR

CROOK COUNTY CEMETERY DISTRICT, OR CROOK COUNTY FIRE AND RESCUE, OR CROOK COUNTY PARKS & RECREATION DISTRICT, OR CROOK COUNTY S.W.C.D., OR CROOK COUNTY VECTOR CONTROL DISTRICT, OR CROOKED RIVER RANCH R.F.P.D., OR CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR CRYSTAL SPRINGS WATER DISTRICT, OR CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR CURRY COUNTY S.W.C.D., OR CURRY HEALTH DISTRICT, OR CURRY PUBLIC LIBRARY DISTRICT, OR DALLAS CEMETERY DISTRICT #4, OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR DAVID CROCKETT STEAM FIRE COMPANY #1, LA DAYS CREEK R.F.P.D., OR DAYTON FIRE DISTRICT, OR DEAN MINARD WATER DISTRICT, OR DEE IRRIGATION DISTRICT, OR DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR DEPOE BAY R.F.P.D., OR DESCHUTES COUNTY 911 SERVICE DISTRICT, OR DESCHUTES COUNTY R.F.P.D. #2, OR DESCHUTES PUBLIC LIBRARY DISTRICT, OR DESCHUTES S.W.C.D., OR DESCHUTES VALLEY WATER DISTRICT, OR DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR DEXTER R.F.P.D., OR DEXTER SANITARY DISTRICT, OR DORA-SITKUM R.F.P.D., OR DOUGLAS COUNTY FIRE DISTRICT #2, OR DOUGLAS S.W.C.D., OR DRAKES CROSSING R.F.P.D., OR DRRH SPECIAL ROAD DISTRICT #6, OR DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR DUFUR RECREATION DISTRICT, OR DUMBECK LANE DOMESTIC WATER SUPPLY, OR DUNDEE R.F.P.D., OR DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR EAGLE POINT IRRIGATION DISTRICT, OR EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR EAGLE VALLEY R.F.P.D., OR EAGLE VALLEY S.W.C.D., OR EAST FORK IRRIGATION DISTRICT, OR EAST MULTNOMAH S.W.C.D., OR EAST SALEM SERVICE DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR EAST UMATILLA COUNTY R.F.P.D., OR EAST VALLEY WATER DISTRICT, OR ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR ELGIN HEALTH DISTRICT, OR ELGIN R.F.P.D., OR ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR ELKTON R.F.P.D., OR EMERALD P.U.D., OR ENTERPRISE IRRIGATION DISTRICT, OR ESTACADA CEMETERY MAINTENANCE DISTRICT, OR ESTACADA R.F.P.D. #69, OR EUGENE R.F.P.D. # 1, OR EUGENE WATER AND ELECTRIC BOARD EVANS VALLEY FIRE DISTRICT #6, OR FAIR OAKS R.F.P.D., OR

FAIRVIEW R.F.P.D., OR FAIRVIEW WATER DISTRICT, OR FALCON HEIGHTS WATER AND SEWER, OR FALCON-COVE BEACH WATER DISTRICT, OR FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR FARGO INTERCHANGE SERVICE DISTRICT, OR FARMERS IRRIGATION DISTRICT, OR FAT ELK DRAINAGE DISTRICT. OR FERN RIDGE PUBLIC LIBRARY DISTRICT, OR FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR FOR FAR ROAD DISTRICT, OR FOREST GROVE R.F.P.D., OR FOREST VIEW SPECIAL ROAD DISTRICT, OR FORT ROCK-SILVER LAKE S.W.C.D., OR FOUR RIVERS VECTOR CONTROL DISTRICT, OR FOX CEMETERY MAINTENANCE DISTRICT, OR GARDINER R.F.P.D., OR GARDINER SANITARY DISTRICT, OR GARIBALDI R.F.P.D., OR GASTON R.F.P.D., OR GATES R.F.P.D., OR GEARHART R.F.P.D., OR GILLIAM S.W.C.D., OR GLENDALE AMBULANCE DISTRICT, OR GLENDALE R.F.P.D., OR GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR GLENEDEN SANITARY DISTRICT, OR GLENWOOD WATER DISTRICT, OR GLIDE - IDLEYLD SANITARY DISTRICT, OR GLIDE R.F.P.D., OR GOLD BEACH - WEDDERBURN R.F.P.D., OR GOLD HILL IRRIGATION DISTRICT, OR GOLDFINCH ROAD DISTRICT, OR GOSHEN R.F.P.D., OR GOVERNMENT CAMP ROAD DISTRICT, OR GOVERNMENT CAMP SANITARY DISTRICT, OR GRAND PRAIRIE WATER CONTROL DISTRICT, OR GRAND RONDE SANITARY DISTRICT, OR GRANT COUNTY TRANSPORTATION DISTRICT, OR GRANT S.W.C.D., OR GRANTS PASS IRRIGATION DISTRICT, OR GREATER BOWEN VALLEY R.F.P.D., OR **GREATER ST. HELENS PARK & RECREATION DISTRICT, OR** GREATER TOLEDO POOL RECREATION DISTRICT, OR GREEN KNOLLS SPECIAL ROAD DISTRICT, OR GREEN SANITARY DISTRICT, OR GREENACRES R.F.P.D., OR GREENBERRY IRRIGATION DISTRICT, OR GREENSPRINGS RURAL FIRE DISTRICT, OR HAHLEN ROAD SPECIAL DISTRICT, OR HAINES CEMETERY MAINTENANCE DISTRICT, OR HAINES FIRE PROTECTION DISTRICT, OR HALSEY-SHEDD R.F.P.D., OR HAMLET R.F.P.D., OR HARBOR R.F.P.D., OR HARBOR SANITARY DISTRICT, OR HARBOR WATER P.U.D., OR HARNEY COUNTY HEALTH DISTRICT, OR HARNEY S.W.C.D., OR HARPER SOUTH SIDE IRRIGATION DISTRICT, OR HARRISBURG FIRE AND RESCUE, OR HAUSER R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR HEBO JOINT WATER-SANITARY AUTHORITY, OR HECETA WATER P.U.D., OR

HELIX CEMETERY MAINTENANCE DISTRICT #4, OR HELIX PARK & RECREATION DISTRICT, OR HELIX R.F.P.D. #7-411, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, OR HEPPNER R.F.P.D., OR HEPPNER WATER CONTROL DISTRICT, OR HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR HERMISTON IRRIGATION DISTRICT, OR HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR HIGH DESERT PARK & RECREATION DISTRICT, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR HONOLULU INTERNATIONAL AIRPORT HOOD RIVER COUNTY LIBRARY DISTRICT, OR HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR HOOD RIVER S.W.C.D., OR HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR HOODLAND FIRE DISTRICT #74 HOODLAND FIRE DISTRICT #74, OR HORSEFLY IRRIGATION DISTRICT, OR HOSKINS-KINGS VALLEY R.F.P.D., OR HOUSING AUTHORITY OF PORTLAND HUBBARD R.F.P.D., OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR ICE FOUNTAIN WATER DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR ILLINOIS VALLEY FIRE DISTRICT ILLINOIS VALLEY R.F.P.D., OR ILLINOIS VALLEY S.W.C.D., OR IMBLER R.F.P.D., OR INTERLACHEN WATER P.U.D., OR IONE LIBRARY DISTRICT, OR IONE R.F.P.D. #6-604, OR IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR **IRONSIDE RURAL ROAD DISTRICT #5, OR IRRIGON PARK & RECREATION DISTRICT, OR** IRRIGON R.F.P.D., OR ISLAND CITY AREA SANITATION DISTRICT, OR ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR JACKSON COUNTY FIRE DISTRICT #4, OR JACKSON COUNTY FIRE DISTRICT #5, OR JACKSON COUNTY LIBRARY DISTRICT, OR JACKSON COUNTY VECTOR CONTROL DISTRICT, OR JACKSON S.W.C.D., OR JASPER KNOLLS WATER DISTRICT, OR JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR JEFFERSON COUNTY FIRE DISTRICT #1, OR JEFFERSON COUNTY LIBRARY DISTRICT, OR JEFFERSON COUNTY S.W.C.D., OR JEFFERSON PARK & RECREATION DISTRICT, OR JEFFERSON R.F.P.D., OR JOB'S DRAINAGE DISTRICT, OR JOHN DAY WATER DISTRICT, OR JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR JOHN DAY-FERNHILL R.F.P.D. #5-108, OR JORDAN VALLEY CEMETERY DISTRICT, OR JORDAN VALLEY IRRIGATION DISTRICT, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR JOSEPHINE COUNTY 911 AGENCY, OR JUNCTION CITY R.F.P.D., OR

JUNCTION CITY WATER CONTROL DISTRICT, OR JUNIPER BUTTE ROAD DISTRICT, OR JUNIPER CANYON WATER CONTROL DISTRICT, OR JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR JUNIPER FLAT R.F.P.D., OR JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR KEATING R.F.P.D., OR KEATING S.W.C.D., OR KEIZER R.F.P.D., OR KELLOGG RURAL FIRE DISTRICT, OR KENO IRRIGATION DISTRICT, OR KENO PINES ROAD DISTRICT, OR KENO R.F.P.D., OR KENT WATER DISTRICT, OR KERBY WATER DISTRICT, OR K-GB-LB WATER DISTRICT, OR KILCHIS WATER DISTRICT, OR KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR KLAMATH BASIN IMPROVEMENT DISTRICT, OR KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #1, OR KLAMATH COUNTY FIRE DISTRICT #3, OR KLAMATH COUNTY FIRE DISTRICT #4, OR KLAMATH COUNTY FIRE DISTRICT #5, OR KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR KLAMATH DRAINAGE DISTRICT, OR KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR KLAMATH INTEROPERABILITY RADIO GROUP, OR KLAMATH IRRIGATION DISTRICT, OR KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR KLAMATH S.W.C.D., OR KLAMATH VECTOR CONTROL DISTRICT, OR KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR LA GRANDE R.F.P.D., OR LA PINE PARK & RECREATION DISTRICT, OR LA PINE R.F.P.D., OR LABISH VILLAGE SEWAGE & DRAINAGE, OR LACOMB IRRIGATION DISTRICT, OR LAFAYETTE AIRPORT COMMISSION, LA LAFOURCHE PARISH HEALTH UNIT - DHH-OPH REGION 3 LAIDLAW WATER DISTRICT, OR LAKE CHINOOK FIRE & RESCUE, OR LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR LAKE COUNTY LIBRARY DISTRICT, OR LAKE CREEK R.F.P.D. - JACKSON, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR LAKE DISTRICT HOSPITAL, OR LAKE GROVE R.F.P.D. NO. 57, OR LAKE GROVE WATER DISTRICT, OR LAKE LABISH WATER CONTROL DISTRICT, OR LAKE POINT SPECIAL ROAD DISTRICT, OR LAKESIDE R.F.P.D. #4, OR LAKESIDE WATER DISTRICT, OR LAKEVIEW R.F.P.D., OR LAKEVIEW S.W.C.D., OR LAMONTAI IMPROVEMENT DISTRICT, OR LANE FIRE AUTHORITY, OR LANE LIBRARY DISTRICT, OR LANE TRANSIT DISTRICT, OR LANGELL VALLEY IRRIGATION DISTRICT, OR LANGLOIS PUBLIC LIBRARY, OR LANGLOIS R.F.P.D., OR

LANGLOIS WATER DISTRICT, OR LAZY RIVER SPECIAL ROAD DISTRICT, OR LEBANON AQUATIC DISTRICT, OR LEBANON R.F.P.D., OR LEWIS & CLARK R.F.P.D., OR LINCOLN COUNTY LIBRARY DISTRICT, OR LINCOLN S.W.C.D., OR LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR LINN S.W.C.D., OR LITTLE MUDDY CREEK WATER CONTROL, OR LITTLE NESTUCCA DRAINAGE DISTRICT, OR LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR LONE PINE IRRIGATION DISTRICT, OR LONG PRAIRIE WATER DISTRICT, OR LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR LOOKINGGLASS RURAL FIRE DISTRICT, OR LORANE R.F.P.D., OR LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR LOST CREEK PARK SPECIAL ROAD DISTRICT, OR LOUISIANA PUBLIC SERVICE COMMISSION, LA LOUISIANA WATER WORKS LOWELL R.F.P.D., OR LOWER MCKAY CREEK R.F.P.D., OR LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR LOWER POWDER RIVER IRRIGATION DISTRICT, OR LOWER SILETZ WATER DISTRICT, OR LOWER UMPQUA HOSPITAL DISTRICT, OR LOWER UMPQUA PARK & RECREATION DISTRICT, OR LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR LUSTED WATER DISTRICT, OR LYONS R.F.P.D., OR LYONS-MEHAMA WATER DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT, OR MALHEUR COUNTY S.W.C.D., OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR MALHEUR DISTRICT IMPROVEMENT COMPANY, OR MALHEUR DRAINAGE DISTRICT, OR MALHEUR MEMORIAL HEALTH DISTRICT, OR MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR MALIN COMMUNITY PARK & RECREATION DISTRICT, OR MALIN IRRIGATION DISTRICT, OR MALIN R.F.P.D., OR MAPLETON FIRE DEPARTMENT, OR MAPLETON WATER DISTRICT, OR MARCOLA WATER DISTRICT, OR MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR MARION COUNTY FIRE DISTRICT #1, OR MARION JACK IMPROVEMENT DISTRICT, OR MARION S.W.C.D., OR MARY'S RIVER ESTATES ROAD DISTRICT, OR MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR MCKAY ACRES IMPROVEMENT DISTRICT, OR MCKAY DAM R.F.P.D. # 7-410, OR MCKENZIE FIRE & RESCUE, OR MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR MCMINNVILLE R.F.P.D., OR MCNULTY WATER P.U.D., OR MEADOWS DRAINAGE DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR MEDFORD R.F.P.D. #2, OR MEDFORD WATER COMMISSION MEDICAL SPRINGS R.F.P.D., OR MELHEUR COUNTY JAIL, OR

MERLIN COMMUNITY PARK DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR MERRILL PARK DISTRICT, OR MERRILL R.F.P.D., OR METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS METROPOLITAN EXPOSITION RECREATION COMMISSION METROPOLITAN SERVICE DISTRICT (METRO) MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR MID-COLUMBIA FIRE AND RESCUE, OR MIDDLE FORK IRRIGATION DISTRICT, OR MIDLAND COMMUNITY PARK, OR MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR MILES CROSSING SANITARY SEWER DISTRICT, OR MILL CITY R.F.P.D. #2-303, OR MILL FOUR DRAINAGE DISTRICT, OR MILLICOMA RIVER PARK & RECREATION DISTRICT, OR MILLINGTON R.F.P.D. #5, OR MILO VOLUNTEER FIRE DEPARTMENT, OR MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR MILTON-FREEWATER WATER CONTROL DISTRICT, OR MIROCO SPECIAL ROAD DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR MODOC POINT IRRIGATION DISTRICT, OR MODOC POINT SANITARY DISTRICT, OR MOHAWK VALLEY R.F.P.D., OR MOLALLA AQUATIC DISTRICT, OR MOLALLA R.F.P.D. #73, OR MONITOR R.F.P.D., OR MONROE R.F.P.D., OR MONUMENT CEMETERY MAINTENANCE DISTRICT, OR MONUMENT S.W.C.D., OR MOOREA DRIVE SPECIAL ROAD DISTRICT, OR MORO R.F.P.D., OR MORROW COUNTY HEALTH DISTRICT, OR MORROW COUNTY UNIFIED RECREATION DISTRICT, OR MORROW S.W.C.D., OR MOSIER FIRE DISTRICT, OR MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR MT. ANGEL R.F.P.D., OR MT. HOOD IRRIGATION DISTRICT, OR MT. LAKI CEMETERY DISTRICT, OR MT. VERNON R.F.P.D., OR MULINO WATER DISTRICT #1, OR MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR MULTNOMAH COUNTY R.F.P.D. #10, OR MULTNOMAH COUNTY R.F.P.D. #14, OR MULTNOMAH EDUCATION SERVICE DISTRICT MYRTLE CREEK R.F.P.D., OR NEAH-KAH-NIE WATER DISTRICT, OR NEDONNA R.F.P.D., OR NEHALEM BAY FIRE AND RESCUE, OR NEHALEM BAY HEALTH DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR NESIKA BEACH-OPHIR WATER DISTRICT, OR NESKOWIN REGIONAL SANITARY AUTHORITY, OR NESKOWIN REGIONAL WATER DISTRICT, OR NESTUCCA R.F.P.D., OR NETARTS WATER DISTRICT, OR NETARTS-OCEANSIDE R.F.P.D., OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR NEW BRIDGE WATER SUPPLY DISTRICT, OR NEW CARLTON FIRE DISTRICT, OR NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR NEWPORT R.F.P.D., OR NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR NORTH ALBANY R.F.P.D., OR NORTH BAY R.F.P.D. #9, OR NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR NORTH COUNTY RECREATION DISTRICT, OR NORTH DOUGLAS COUNTY FIRE & EMS, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, OR NORTH GILLIAM COUNTY HEALTH DISTRICT, OR NORTH GILLIAM COUNTY R.F.P.D., OR NORTH LAKE HEALTH DISTRICT, OR NORTH LEBANON WATER CONTROL DISTRICT, OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR NORTH LINCOLN HEALTH DISTRICT, OR NORTH MORROW VECTOR CONTROL DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D, OR NORTH UNIT IRRIGATION DISTRICT, OR NORTHEAST OREGON HOUSING AUTHORITY, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR NORTHERN WASCO COUNTY P.U.D., OR NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR NYE DITCH USERS DISTRICT IMPROVEMENT, OR NYSSA ROAD ASSESSMENT DISTRICT #2, OR NYSSA RURAL FIRE DISTRICT, OR NYSSA-ARCADIA DRAINAGE DISTRICT, OR OAK LODGE WATER SERVICES, OR OAKLAND R.F.P.D., OR OAKVILLE COMMUNITY CENTER, OR OCEANSIDE WATER DISTRICT, OR OCHOCO IRRIGATION DISTRICT, OR OCHOCO WEST WATER AND SANITARY AUTHORITY, OR ODELL SANITARY DISTRICT, OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR **OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR** ONTARIO LIBRARY DISTRICT, OR ONTARIO R.F.P.D., OR OPHIR R.F.P.D., OR OREGON COAST COMMUNITY ACTION OREGON HOUSING AND COMMUNITY SERVICES OREGON INTERNATIONAL PORT OF COOS BAY, OR OREGON LEGISLATIVE ADMINISTRATION OREGON OUTBACK R.F.P.D., OR OREGON POINT, OR OREGON TRAIL LIBRARY DISTRICT, OR OTTER ROCK WATER DISTRICT, OR OWW UNIT #2 SANITARY DISTRICT, OR OWYHEE CEMETERY MAINTENANCE DISTRICT, OR OWYHEE IRRIGATION DISTRICT, OR PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR PACIFIC COMMUNITIES HEALTH DISTRICT, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR PALATINE HILL WATER DISTRICT, OR PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PANTHER CREEK ROAD DISTRICT, OR PANTHER CREEK WATER DISTRICT, OR PARKDALE R.F.P.D., OR PARKDALE SANITARY DISTRICT, OR PENINSULA DRAINAGE DISTRICT #1, OR PENINSULA DRAINAGE DISTRICT #2, OR PHILOMATH FIRE AND RESCUE, OR PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR PILOT ROCK PARK & RECREATION DISTRICT, OR

PILOT ROCK R.F.P.D., OR PINE EAGLE HEALTH DISTRICT, OR PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE GROVE IRRIGATION DISTRICT, OR PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR PINE GROVE WATER DISTRICT-MAUPIN, OR PINE VALLEY CEMETERY DISTRICT, OR PINE VALLEY R.F.P.D., OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR PIONEER DISTRICT IMPROVEMENT COMPANY, OR PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR PISTOL RIVER FIRE DISTRICT, OR PLEASANT HILL R.F.P.D., OR PLEASANT HOME WATER DISTRICT, OR POCAHONTAS MINING AND IRRIGATION DISTRICT, OR POE VALLEY IMPROVEMENT DISTRICT, OR POE VALLEY PARK & RECREATION DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR POLK S.W.C.D., OR POMPADOUR WATER IMPROVEMENT DISTRICT, OR PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR PORT OF ALSEA, OR PORT OF ARLINGTON, OR PORT OF ASTORIA, OR PORT OF BANDON, OR PORT OF BRANDON, OR PORT OF BROOKINGS HARBOR, OR PORT OF CASCADE LOCKS, OR PORT OF COQUILLE RIVER, OR PORT OF GARIBALDI, OR PORT OF GOLD BEACH, OR PORT OF HOOD RIVER. OR PORT OF MORGAN CITY, LA PORT OF MORROW, OR PORT OF NEHALEM, OR PORT OF NEWPORT, OR PORT OF PORT ORFORD, OR PORT OF PORTLAND, OR PORT OF SIUSLAW, OR PORT OF ST. HELENS, OR PORT OF THE DALLES, OR PORT OF TILLAMOOK BAY, OR PORT OF TOLEDO, OR PORT OF UMATILLA, OR PORT OF UMPQUA, OR PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR PORT ORFORD R.F.P.D., OR PORTLAND DEVELOPMENT COMMISSION, OR PORTLAND FIRE AND RESCUE PORTLAND HOUSING CENTER, OR POWDER R.F.P.D., OR POWDER RIVER R.F.P.D., OR POWDER VALLEY WATER CONTROL DISTRICT, OR POWERS HEALTH DISTRICT, OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR PROSPECT R.F.P.D., OR QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR RAINBOW WATER DISTRICT, OR RAINIER CEMETERY DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY, OR RALEIGH WATER DISTRICT, OR

REDMOND AREA PARK & RECREATION DISTRICT, OR REDMOND FIRE AND RESCUE, OR RIDDLE FIRE PROTECTION DISTRICT, OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR RIDGEWOOD ROAD DISTRICT, OR **RIETH SANITARY DISTRICT, OR** RIETH WATER DISTRICT, OR RIMROCK WEST IMPROVEMENT DISTRICT. OR RINK CREEK WATER DISTRICT, OR RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR **RIVER ROAD PARK & RECREATION DISTRICT, OR** RIVER ROAD WATER DISTRICT, OR RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR RIVERDALE R.F.P.D. 11-JT, OR RIVERGROVE WATER DISTRICT, OR RIVERSIDE MISSION WATER CONTROL DISTRICT, OR RIVERSIDE R.F.P.D. #7-406, OR RIVERSIDE WATER DISTRICT, OR ROBERTS CREEK WATER DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR ROCK CREEK WATER DISTRICT, OR ROCKWOOD WATER P.U.D., OR ROCKY POINT FIRE & EMS, OR ROGUE RIVER R.F.P.D., OR ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR ROGUE VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER, OR ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR ROSEWOOD ESTATES ROAD DISTRICT, OR ROW RIVER VALLEY WATER DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SAINT LANDRY PARISH TOURIST COMMISSION SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4, LA SALEM AREA MASS TRANSIT DISTRICT, OR SALEM MASS TRANSIT DISTRICT SALEM SUBURBAN R.F.P.D., OR SALISHAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY R.F.P.D. #72, OR SANTA CLARA R.F.P.D., OR SANTA CLARA WATER DISTRICT, OR SANTIAM WATER CONTROL DISTRICT, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR SCAPPOOSE R.F.P.D., OR SCIO R.F.P.D., OR SCOTTSBURG R.F.P.D., OR SEAL ROCK R.F.P.D., OR SEAL ROCK WATER DISTRICT, OR SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA SHANGRI-LA WATER DISTRICT, OR SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER DISTRICT, OR SHERIDAN FIRE DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR SHORELINE SANITARY DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR SILETZ R.F.P.D., OR SILVER FALLS LIBRARY DISTRICT. OR SILVER LAKE IRRIGATION DISTRICT, OR SILVER LAKE R.F.P.D., OR SILVER SANDS SPECIAL ROAD DISTRICT, OR SILVERTON R.F.P.D. NO. 2, OR SISTERS PARKS & RECREATION DISTRICT, OR SISTERS-CAMP SHERMAN R.F.P.D., OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR SIUSLAW S.W.C.D., OR SIUSLAW VALLEY FIRE AND RESCUE, OR SIXES R.F.P.D., OR SKIPANON WATER CONTROL DISTRICT, OR SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR SLEEPY HOLLOW WATER DISTRICT, OR SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR SOUTH COUNTY HEALTH DISTRICT, OR SOUTH FORK WATER BOARD, OR SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SOUTH LAFOURCHE LEVEE DISTRICT, LA SOUTH LANE COUNTY FIRE & RESCUE, OR SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT. OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SOUTHERN COOS HEALTH DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT, OR SPECIAL ROAD DISTRICT #1, OR SPECIAL ROAD DISTRICT #8, OR SPRING RIVER SPECIAL ROAD DISTRICT, OR SPRINGFIELD UTILITY BOARD, OR ST. PAUL R.F.P.D., OR STANFIELD CEMETERY DISTRICT #6, OR STANFIELD IRRIGATION DISTRICT, OR STARR CREEK ROAD DISTRICT, OR STARWOOD SANITARY DISTRICT, OR STAYTON FIRE DISTRICT, OR SUBLIMITY FIRE DISTRICT, OR SUBURBAN EAST SALEM WATER DISTRICT, OR SUBURBAN LIGHTING DISTRICT, OR SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR SUMMER LAKE IRRIGATION DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR SUMNER R.F.P.D., OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR SUNNYSIDE IRRIGATION DISTRICT, OR SUNRISE WATER AUTHORITY, OR SUNRIVER SERVICE DISTRICT, OR SUNSET EMPIRE PARK & RECREATION DISTRICT, OR SUNSET EMPIRE TRANSPORTATION DISTRICT, OR

SURFLAND ROAD DISTRICT, OR SUTHERLIN VALLEY RECREATION DISTRICT, OR SUTHERLIN WATER CONTROL DISTRICT, OR SWALLEY IRRIGATION DISTRICT, OR SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR SWEET HOME FIRE & AMBULANCE DISTRICT, OR SWISSHOME-DEADWOOD R.F.P.D., OR TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR TALENT IRRIGATION DISTRICT, OR TANGENT R.F.P.D., OR TENMILE R.F.P.D., OR TERREBONNE DOMESTIC WATER DISTRICT, OR THE DALLES IRRIGATION DISTRICT, OR THOMAS CREEK-WESTSIDE R.F.P.D., OR THREE RIVERS RANCH ROAD DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR TIGARD TUALATIN AQUATIC DISTRICT, OR TIGARD WATER DISTRICT, OR TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR TILLAMOOK COUNTY S.W.C.D., OR TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR TILLAMOOK FIRE DISTRICT, OR TILLAMOOK P.U.D., OR TILLER R.F.P.D., OR TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR TOLEDO R.F.P.D., OR TONE WATER DISTRICT, OR TOOLEY WATER DISTRICT, OR TRASK DRAINAGE DISTRICT, OR TRI CITY R.F.P.D. #4, OR TRI-CITY WATER & SANITARY AUTHORITY, OR TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON TRIMET, OR **TUALATIN HILLS PARK & RECREATION DISTRICT** TUALATIN HILLS PARK & RECREATION DISTRICT, OR TUALATIN S.W.C.D., OR **TUALATIN VALLEY FIRE & RESCUE** TUALATIN VALLEY FIRE & RESCUE, OR TUALATIN VALLEY IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT TUALATIN VALLEY WATER DISTRICT, OR TUMALO IRRIGATION DISTRICT, OR TURNER FIRE DISTRICT, OR TWIN ROCKS SANITARY DISTRICT, OR TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR TWO RIVERS SPECIAL ROAD DISTRICT, OR TYGH VALLEY R.F.P.D., OR TYGH VALLEY WATER DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1, OR UMATILLA COUNTY S.W.C.D., OR UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR UMATILLA HOSPITAL DISTRICT, OR UMATILLA R.F.P.D. #7-405, OR UMATILLA-MORROW RADIO AND DATA DISTRICT, OR UMPQUA S.W.C.D., OR UNION CEMETERY MAINTENANCE DISTRICT, OR UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR UNION COUNTY VECTOR CONTROL DISTRICT, OR UNION GAP SANITARY DISTRICT, OR UNION GAP WATER DISTRICT, OR UNION HEALTH DISTRICT, OR UNION R.F.P.D., OR UNION S.W.C.D., OR

UNITY COMMUNITY PARK & RECREATION DISTRICT, OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR UPPER MCKENZIE R.F.P.D., OR UPPER WILLAMETTE S.W.C.D., OR VALE OREGON IRRIGATION DISTRICT, OR VALE RURAL FIRE PROTECTION DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR VALLEY VIEW WATER DISTRICT, OR VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR VERNONIA R.F.P.D., OR VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR WALLA WALLA RIVER IRRIGATION DISTRICT, OR WALLOWA COUNTY HEALTH CARE DISTRICT, OR WALLOWA LAKE COUNTY SERVICE DISTRICT, OR WALLOWA LAKE IRRIGATION DISTRICT, OR WALLOWA LAKE R.F.P.D., OR WALLOWA S.W.C.D., OR WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR WAMIC R.F.P.D., OR WAMIC WATER & SANITARY AUTHORITY, OR WARMSPRINGS IRRIGATION DISTRICT, OR WASCO COUNTY S.W.C.D., OR WATER ENVIRONMENT SERVICES, OR WATER WONDERLAND IMPROVEMENT DISTRICT, OR WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR WATSECO-BARVIEW WATER DISTRICT, OR WAUNA WATER DISTRICT, OR WEDDERBURN SANITARY DISTRICT, OR WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR WEST EXTENSION IRRIGATION DISTRICT, OR WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR WEST MULTNOMAH S.W.C.D., OR WEST SIDE R.F.P.D., OR WEST SLOPE WATER DISTRICT, OR WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR WEST VALLEY FIRE DISTRICT, OR WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR WESTERN LANE AMBULANCE DISTRICT, OR WESTLAND IRRIGATION DISTRICT, OR WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR WESTON CEMETERY DISTRICT #2, OR WESTPORT FIRE AND RESCUE, OR WESTRIDGE WATER SUPPLY CORPORATION, OR WESTWOOD HILLS ROAD DISTRICT, OR WESTWOOD VILLAGE ROAD DISTRICT, OR WHEELER S.W.C.D., OR WHITE RIVER HEALTH DISTRICT, OR WIARD MEMORIAL PARK DISTRICT, OR WICKIUP WATER DISTRICT, OR WILLAKENZIE R.F.P.D., OR WILLAMALANE PARK & RECREATION DISTRICT, OR WILLAMALANE PARK AND RECREATION DISTRICT WILLAMETTE HUMANE SOCIETY WILLAMETTE RIVER WATER COALITION, OR WILLIAMS R.F.P.D., OR WILLOW CREEK PARK DISTRICT, OR WILLOW DALE WATER DISTRICT, OR WILSON RIVER WATER DISTRICT, OR WINCHESTER BAY R.F.P.D., OR WINCHESTER BAY SANITARY DISTRICT, OR WINCHUCK R.F.P.D., OR WINSTON-DILLARD R.F.P.D., OR WINSTON-DILLARD WATER DISTRICT, OR

WOLF CREEK R.F.P.D., OR WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR WOODBURN R.F.P.D. NO. 6, OR WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS ROAD DISTRICT, OR WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR WY'EAST FIRE DISTRICT, OR YACHATS R.F.P.D., OR YAMHILL COUNTY TRANSIT AREA, OR YAMHILL FIRE PROTECTION DISTRICT, OR YAMHILL SWCD, OR YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD **BEAVERTON SCHOOL DISTRICT** BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT CANYONVILLE CHRISTIAN ACADEMY CASCADE SCHOOL DISTRICT CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL SCHOOL DISTRICT CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 **CENTRAL SCHOOL DISTRICT 13J** COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE DUFUR SCHOOL DISTRICT NO.29 EAST BATON ROUGE PARISH SCHOOL DISTRICT ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT **GRANTS PASS SCHOOL DISTRICT 7** GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE COUNTY HIGH DESERT EDUCATION SERVICE DISTRICT HILLSBORO SCHOOL DISTRICT HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9 JEFFERSON COUNTY SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J

LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 MARION COUNTY SCHOOL DISTRICT MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR MULTNOMAH EDUCATION SERVICE DISTRICT MULTISENSORY LEARNING ACADEMY **MYRTLE PINT SCHOOL DISTRICT 41** NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS NESTUCCA VALLEY SCHOOL DISTRICT NO.101 NOBEL LEARNING COMMUNITIES NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT ONTARIO MIDDLE SCHOOL **OREGON TRAIL SCHOOL DISTRICT NOA6** ORLEANS PARISH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NOA PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY PORTLAND PUBLIC SCHOOLS RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J SAINT TAMMANY PARISH SCHOOL BOARD, LA SEASIDE SCHOOL DISTRICT 10 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 SOUTHERN OREGON EDUCATION SERVICE DISTRICT SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN SCHOOL DISTRICT SWEET HOME SCHOOL DISTRICT NO.55 TERREBONNE PARISH SCHOOL DISTRICT THE CATLIN GABEL SCHOOL TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA MORROW ESD WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT WOODBURN SCHOOL DISTRICT YONCALLA SCHOOL DISTRICT ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT ALIANZA ACADEMY, UT ALPINE DISTRICT, UT AMERICAN LEADERSHIP ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT

BOX ELDER SCHOOL DISTRICT, UT CBA CENTER, UT CACHE SCHOOL DISTRICT, UT CANYON RIM ACADEMY, UT CANYONS DISTRICT, UT CARBON SCHOOL DISTRICT, UT CHANNING HALL, UT CHARTER SCHOOL LEWIS ACADEMY, UT CITY ACADEMY, UT DAGGETT SCHOOL DISTRICT, UT DAVINCI ACADEMY, UT DAVIS DISTRICT, UT DUAL IMMERSION ACADEMY, UT DUCHESNE SCHOOL DISTRICT, UT EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT EDITH BOWEN LABORATORY SCHOOL, UT EMERSON ALCOTT ACADEMY, UT EMERY SCHOOL DISTRICT, UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT FAST FORWARD HIGH, UT FREEDOM ACADEMY, UT GARFIELD SCHOOL DISTRICT, UT GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT GOOD FOUNDATION ACADEMY, UT GRAND SCHOOL DISTRICT, UT GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT INTECH COLLEGIATE HIGH SCHOOL, UT **IRON SCHOOL DISTRICT, UT** ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL, UT JORDAN DISTRICT, UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW ACADEMY, UT LEGACY PREPARATORY ACADEMY, UT LIBERTY ACADEMY, UT LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT MARIA MONTESSORI ACADEMY, UT MERIT COLLEGE PREPARATORY ACADEMY, UT MILLARD SCHOOL DISTRICT, UT MOAB CHARTER SCHOOL, UT MONTICELLO ACADEMY, UT MORGAN SCHOOL DISTRICT, UT MOUNTAINVILLE ACADEMY, UT MURRAY SCHOOL DISTRICT, UT NAVIGATOR POINTE ACADEMY, UT NEBO SCHOOL DISTRICT, UT NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT NOAH WEBSTER ACADEMY, UT NORTH DAVIS PREPARATORY ACADEMY, UT NORTH SANPETE SCHOOL DISTRICT, UT NORTH STAR ACADEMY, UT NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT OGDEN PREPARATORY ACADEMY, UT OGDEN SCHOOL DISTRICT, UT OPEN CLASSROOM, UT OPEN HIGH SCHOOL OF UTAH, UT

OQUIRRH MOUNTAIN CHARTER SCHOOL, UT PARADIGM HIGH SCHOOL, UT PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT, UT PROVIDENCE HALL, UT PROVO SCHOOL DISTRICT, UT QUAIL RUN PRIMARY SCHOOL, UT QUEST ACADEMY, UT RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT ROCKWELL CHARTER HIGH SCHOOL, UT SALT LAKE ARTS ACADEMY, UT SALT LAKE CENTER FOR SCIENCE EDUCATION, UT SALT LAKE SCHOOL DISTRICT, UT SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT SCHOOL DISTRICT, UT SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT, UT TOOELE SCHOOL DISTRICT. UT TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT **UINTAH RIVER HIGH, UT** UINTAH SCHOOL DISTRICT, UT UTAH CONNECTIONS ACADEMY, UT UTAH COUNTY ACADEMY OF SCIENCE, UT UTAH ELECTRONIC HIGH SCHOOL, UT UTAH SCHOOLS FOR DEAF & BLIND, UT UTAH STATE OFFICE OF EDUCATION, UT UTAH VIRTUAL ACADEMY, UT VENTURE ACADEMY, UT VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT WALDEN SCHOOL OF LIBERAL ARTS, UT WASATCH PEAK ACADEMY, UT WASATCH SCHOOL DISTRICT, UT WASHINGTON SCHOOL DISTRICT, UT WAYNE SCHOOL DISTRICT, UT WEBER SCHOOL DISTRICT, UT WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY BATON ROUGE COMMUNITY COLLEGE, LA BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG UNIVERSITY - HAWAII CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY

GEORGE FOX UNIVERSITY KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE LEWIS AND CLARK COLLEGE LINFIELD COLLEGE LINN-BENTON COMMUNITY COLLEGE LOUISIANA COLLEGE, LA LOUISIANA STATE UNIVERSITY LOUISIANA STATE UNIVERSITY HEALTH SERVICES MARYLHURST UNIVERSITY MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE NATIONAL COLLEGE OF NATURAL MEDICINE NORTHWEST CHRISTIAN COLLEGE OREGON HEALTH AND SCIENCE UNIVERSITY OREGON INSTITUTE OF TECHNOLOGY OREGON STATE UNIVERSITY OREGON UNIVERSITY SYSTEM PACIFIC UNIVERSITY PIONEER PACIFIC COLLEGE PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIVERSITY **REED COLLEGE** RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII ROGUE COMMUNITY COLLEGE SOUTHEASTERN LOUISIANA UNIVERSITY SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM) SOUTHWESTERN OREGON COMMUNITY COLLEGE **TULANE UNIVERSITY** TILLAMOOK BAY COMMUNITY COLLEGE UMPQUA COMMUNITY COLLEGE UNIVERSITY OF HAWAII BOARD OF REGENTS UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE UNIVERSITY OF OREGON-GRADUATE SCHOOL UNIVERSITY OF PORTLAND UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY WESTERN STATES CHIROPRACTIC COLLEGE WILLAMETTE UNIVERSITY XAVIER UNIVERSITY UTAH SYSTEM OF HIGHER EDUCATION, UT UNIVERSITY OF UTAH, UT UTAH STATE UNIVERSITY, UT WEBER STATE UNIVERSITY, UT SOUTHERN UTAH UNIVERSITY, UT SNOW COLLEGE, UT DIXIE STATE COLLEGE, UT COLLEGE OF EASTERN UTAH, UT UTAH VALLEY UNIVERSITY, UT SALT LAKE COMMUNITY COLLEGE, UT UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD OF MEDICAL EXAMINERS HAWAII CHILD SUPPORT ENFORCEMENT AGENCY HAWAII DEPARTMENT OF TRANSPORTATION HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS OFFICE OF THE STATE TREASURER OREGON BOARD OF ARCHITECTS OREGON CHILD DEVELOPMENT COALITION OREGON DEPARTMENT OF EDUCATION OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION

OREGON DEPT. OF EDUCATION OREGON LOTTERY OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING OREGON STATE DEPT OF CORRECTIONS **OREGON STATE POLICE** OREGON TOURISM COMMISSION OREGON TRAVEL INFORMATION COUNCIL SANTIAM CANYON COMMUNICATION CENTER SEIU LOCAL 503, OPEU SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII STATE OF HAWAII STATE OF HAWAII, DEPT. OF EDUCATION STATE OF LOUISIANA STATE OF LOUISIANA DEPT. OF EDUCATION STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY STATE OF UTAH