

Region 4 Education Service Center (ESC)

Contract # R191903

for

Educational Software Solutions and Services

with

Edmentum, Inc.

Effective: April 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Edmentum, Inc. effective May 1, 2020:

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

Executive Summary

Edmentum is pleased to submit our response to Region 4 Education Service Center's RFP for Educational Software Solutions and Services. We have read the specifications of this RFP and we exceed the expectations of this project. With solutions implemented in over 600 school districts across Texas and 8,000+ nationwide, Edmentum is well suited to partner with Region 4 Education Service Center in its project purpose and OMNIA Partners for nationwide partnerships.

We are excited to bring nearly 60 years of experience as an education technology provider to our partnership with Region 4 Education Service Center. Edmentum provides quality online courses to partners across the great State of Texas in order to meet educational needs for credit recovery, first-time credit, blended learning, individualized learning, STAAR/EOC preparation, college and career readiness, career and technical education (CTE), virtual schools, teacher shortages, and more. As our partners seek to improve scores across the TEA accountability domains, the flexibility and individualization of our digital and online courses support student success in passing rates, graduation rates, college readiness, and industry certifications.

To support Region 4 Education Service Center in providing educational software solutions and services, we recommend Exact Path, Study Island, Edmentum Courseware, EdOptions Academy, Edmentum Assessments, Reading Eggs, EducationCity, and ESL ReadingSmart. Please see the following pages for more details on our offerings.

Edmentum Products

Ranging in levels from pre-K through adult, our programs help educators differentiate instruction to meet the needs of all learners.



Exact Path

K–12 assessment-driven online individualized learning paths to target instruction



Study Island

K–12 customizable online assessment and practice to reinforce learning



Courseware

6–12 online courses and curriculum to enhance and expand student options



EdOptions Academy

K–12 online courses and instructional services for effective virtual programs



Edmentum Assessments

7–12 adaptive and fixed-form online assessments to diagnose learner needs



Reading Eggs

Pre-K–6 online literacy program to develop student reading and comprehension skills



EducationCity

Pre-K–6 online program to support targeted classroom instruction and reinforce learning



ESL ReadingSmart

4–12 online program to promote English-language proficiency and academic success



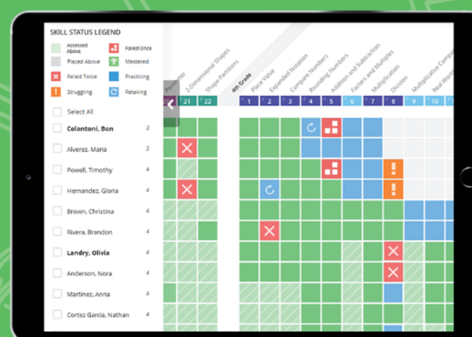
Exact Path

Grade Level: K–12

Exact Path makes learning personal by providing assessment-driven, individualized learning paths that target instructional needs for math, reading, and language arts. Students begin with an adaptive diagnostic that uses an algorithm to find each student's precise strengths and weaknesses within each subject domain. We also offer integrations with NWEA™ MAP® Growth assessments or Renaissance® Star® assessments to kick-start learning using assessment results. Assessment results then automatically generate unique learning paths, aligned to learning readiness by domain. Content is available across a vertical K–12 learning progression, so students can work toward mastery while addressing areas of struggle. Exact Path earned the ISTE (International Society for Technology in Education) Seal of Alignment for Readiness for 2018–2020, recognizing its effectiveness in helping students acquire knowledge and skills that are foundational to the globally recognized ISTE Standards.

Ideal For:

- Adaptive diagnostics
- Personalized instruction
- Targeted intervention
- Academic support for English language learners



Link to Research Brief: www.edmentum.com/resources/efficacy/exact-path-research-brief-effectiveness-study



Grade Level: K–12

Study Island delivers K–12 math, ELA, science, and social studies assessments and practice built from state standards across the country. Educators can use the program as a formative assessment tool throughout the lesson cycle to check understanding and make instruction more effective. Multiple-choice and technology-enhanced items designed based on state assessments prepare students for the state test at the end of year. Built-in games and competitive practice options keep students motivated to do their best, while detailed reporting and dashboards provide immediate, actionable data to teachers. Study Island is backed by both third-party and in-house research studies that demonstrate its effectiveness, and it meets the ESSA requirements of an evidence-based intervention. Educators trust Study Island to drive student achievement on grade-level standards and beyond.

Ideal For:

- Standards-based practice
- Formative assessment for data-driven instruction, intervention, and personalized learning
- State and end-of-course test preparation
- District- and school-level benchmarking



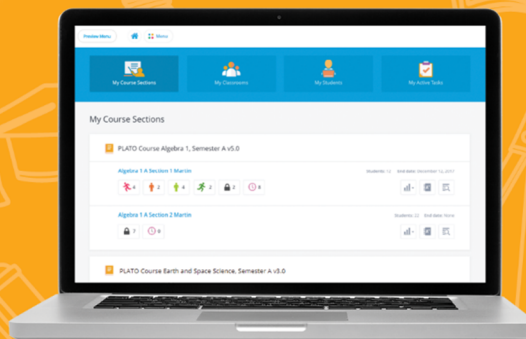


Grade Level: 6–12

Edmentum Courseware offers a standards-based online curriculum grounded in a tradition of solid research, sound pedagogy, and applied innovation. Courseware provides a broad range of core, elective, career and technical education, world language, Advanced Placement®, and college and career readiness courses that take a competency-based approach. Whether students are behind, at grade level, or advanced, Edmentum Courseware accommodates individual needs and provides a highly customizable learning environment that enables students to thrive. Robust real-time data and reporting tools for teachers and administrators are included, as well as reporting and communication features designed for families.

Ideal For:

- Original credit and credit recovery
- Supplemental and extended learning
- College and career prep
- Virtual or blended learning





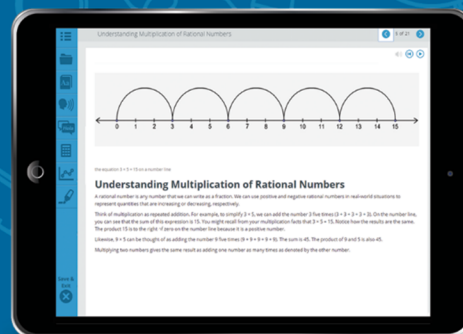
EdOptions Academy

Grade Level: K–12

EdOptions Academy combines rigorous Edmentum curriculum with highly qualified, state-certified online teachers so districts can enhance or extend K–12 course options to meet the unique needs of more students. Fully accredited by AdvancED®, EdOptions Academy is an NCAA®-approved program; is aligned to the INACOL National Standards for Quality Online Programs; and has received the International Society for Technology in Education (ISTE) Seal of Alignment for Readiness. When schools invest in EdOptions Academy, they take advantage of a flexible, cost-effective solution to keep their students and the corresponding funding in their district.

Ideal For:

- District-run virtual programs
- Credit recovery
- Summer school
- Extending course offerings
- Addressing teacher shortage



Edmentum's EdOptions Academy students boast a 81% course completion rate and a 92% pass rate.

Source: <http://blog.edmentum.com/online-learning-10-ways-edoptions-academy-courses-meet-student-needs>



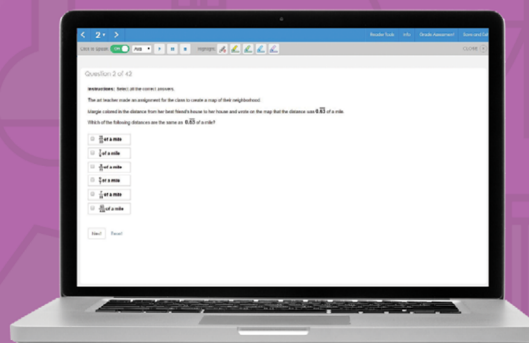
Assessments

Grade Level: 7–12

Edmentum Assessments Test Packs are standards-based fixed benchmark assessments to identify specific student needs and effectively guide instruction. Test Packs enable districts to identify their students' proficiency on grade-level standards and then deliver targeted instruction to address gaps. With comprehensive assessments that deliver intuitive, on-demand data to inform instructional planning and individualize learning pathways, Test Packs offer high-quality tools aligned to TEKS, Common Core, and other state standards for all learners and meet a myriad of needs.

Ideal For:

- Test preparation
- Benchmarking
- Individualized learning
- Intervention





Reading Eggs

Grade Level: Pre-K–6

Reading Eggs and Reading Eggspress, Edmentum's dynamic 2-in-1 literacy solution, is designed to build and reinforce foundational skills in a rich, interactive online world aligned to the five essential pillars of reading. Reading Eggs begins at the emergent level, helping pre-K through 2nd grade students learn letters and sounds and read sight words and basic sentences. Reading Eggspress expands on fluency, vocabulary, and comprehension for students in 2nd through 6th grade. Together, the learn-to-read program helps students crack the code on reading to unlock their academic potential.

Ideal For:

- Literacy initiatives
- Early learning
- Building foundational reading skills
- Reading remediation
- English language proficiency





Grade Level: Pre-K-6

Favored among students and teachers all over the world, EducationCity offers a variety of fun, engaging activities for language arts, math, science, ESL, Spanish math, and computing (coding and digital literacy). Correlated to state standards and Next Generation Science Standards, EducationCity helps introduce students to new topics and provide them with guided practice. The program supports growth in student performance and allows educators to monitor progress with intuitive reporting.

Ideal For:

- Targeted instructional support
- Guided practice
- Skills and standards reinforcement
- Early learning





ESL ReadingSmart

Grade Level: 4–12

ESL ReadingSmart is an online standards-based program that offers newcomers to advanced English language learners individualized instruction to develop English language proficiency. Lessons support all four modalities of language learning—listening, speaking, reading, and writing—while offering vocabulary development, reading comprehension, grammar activities, and writing opportunities. In addition, lessons help students develop academic language proficiency with an emphasis on literacy. ESL ReadingSmart offers the opportunity to read independently and comprehend texts with Lexile® measures from different cultural traditions and time periods.

Ideal For:

- Accelerating English language development
- Supporting TESOL and state ESL learning objectives
- Tracking student language development
- Stand-alone or blended learning use



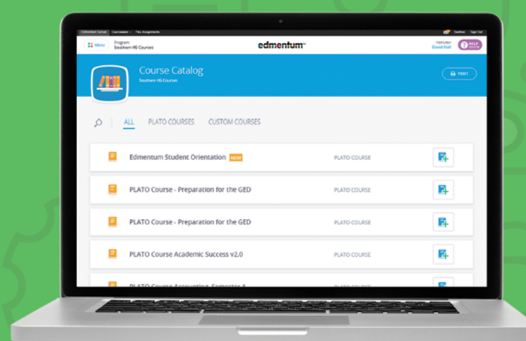
Edmentum™ Adult + HigherEd

Grade Level: Adult

Edmentum Assessments and Edmentum Courseware combine to provide self-paced and mastery-based online curriculum, personalized instruction, and assessments to prepare adult learners for college and career success. Our Adult and Higher Ed program enhances the learning process with the quality, flexibility, interactivity, and online access vital for the next step in an adult learner's career or education. With nearly 60 years of success supporting at-risk learners, Edmentum believes that all adults can learn. Yet, we understand that not all individuals learn at the same rate or in the same way. Our program offers multiple strategies for learners that meet current needs and help define a pathway to goals.

Ideal For:

- GED®, HSE, Praxis®, ACT®, and SAT® prep
- College and career readiness, pathway skills development, and assessment review
- Blended, flipped, individual, and whole-group instruction
- Distance learning or traditional classrooms



Edmentum by TEA Domain



Edmentum Programs

Whether purchased individually or as a comprehensive suite, our flexible programs empower schools with the tools they need to be more effective.



Individualized Learning

Edmentum offers flexible learning programs that support each student and their unique academic interests and goals.



Intervention

Edmentum helps ensure every student receives an equal chance to excel by providing an online experience filled with rigorous practice and instruction, rich media, graphics, videos, and interactivity targeted at each student's individual needs.



Online Courses

Edmentum provides comprehensive, engaging online courseware that is built on real-world skills, based on blended learning best practices, and aligned to state and national standards.



Practice and Preparation

At Edmentum, we believe in the value of practice to attain mastery and unlock potential, but we put emphasis on just how that practice is defined. Grounded in pedagogical research and psychometric data, we offer high-quality, proven practice programs teachers can count on.



Classroom Assessment

Edmentum supports formative assessment practices in the classroom through targeted, standards-based programs that make it easy to access, analyze, and act on data.

Who We Are

Edmentum delivers personalized teaching and learning programs to more than 14 million students, 8,000+ districts, and over 80 countries. As a strong Texas business, we are proud to partner with over 1,700 Texas schools today. Our programs address pre-kindergarten to adult learners and allow educators to support a wide variety of learning needs, including intervention, blended learning, prescriptive learning, dropout prevention, college and career readiness, and more. Edmentum has nearly 600 employees, with relationship teams dedicated to all 50 states and an international team based in the U.K.

Over 1,700 Texas schools partner with Edmentum today.

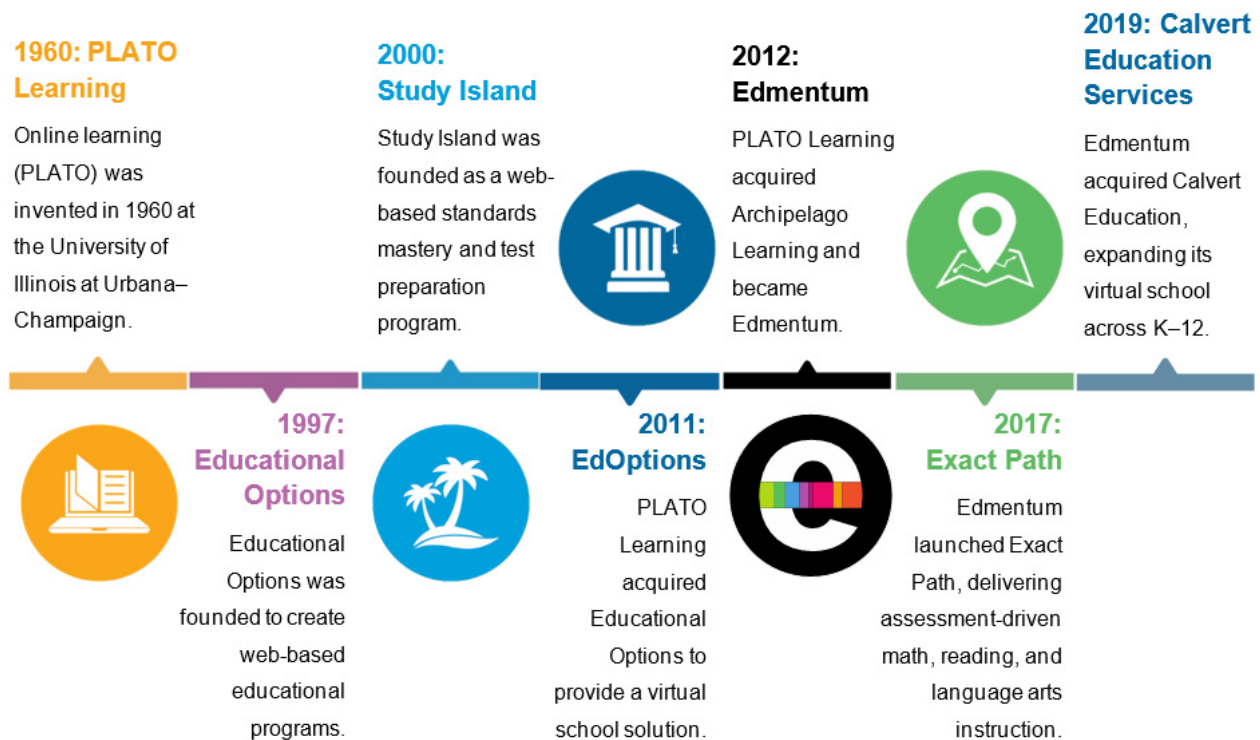
Our Commitments

We are committed to making it easier for educators to individualize learning for every student through simple technology, actionable data, quality content, and a passion for customer success.



Company History

Edmentum has been at the forefront of industry advancements for nearly 60 years. We continue to expand our product portfolio to provide our customers with innovative 21st-century learning programs. For more information on our company's history, please visit our website at www.edmentum.com/about.



Texas-Specific Partnerships

Over 1,700 Texas schools partner with us today. In Fall 2018, Edmentum began a partnership focused on Career Readiness and TEA Pathways with Pathways in Technology Early College High School (P-TECH) at Thomas Jefferson Early Collegiate High School (TJECHS) at Dallas ISD to increase CTE opportunities. This focus also aligns heavily with increasing graduation rates. P-TECH has an open enrollment program that provides students with work-based education and offers them the opportunity to graduate with an associate degree from a local community college. Over 300 TJECHS students are currently enrolled in the P-TECH program in its third year of implementation. Dallas ISD is working with the Dallas County Community College District (DCCCD) to provide higher ed access to the Business, Visual Communication, and Computer/IT pathways. Through our partnership, students are exposed to the world of work through mentorship opportunities, career coaching, soft skills training, site visits to the Edmentum office in Texas, and volunteer hours.

TEKS Mastery and STAAR Preparation

Our programs are aligned with the TEKS and help students prepare for STAAR tests. For example, Study Island and EducationCity offer TEKS Mastery and STAAR Preparation Programs specifically designed to help students improve performance in all skill areas tested on the STAAR and master knowledge and skills outlined in the Texas Essential Knowledge and Skills (TEKS). In addition, students have access to EOC STAAR Learning Paths.

Edmentum Courseware and Edmentum Assessments are aligned to all TEKS and STAAR learning objectives. Students are offered Texas-specific courses, including Algebra I, English I and II, Biology, and US History. Within Exact Path, curriculum experts review the TEKS, carefully identify the skills needed to address each objective, and match those skills to the appropriate Exact Path content. Once alignments are made, reports are generated to show how all standards match to Exact Path content.

ESL ReadingSmart supports TESOL and state ESL learning objectives.

Approvals and Efficacy

Edmentum is the leader in state course approvals among all online course providers. Our State Approval Team is committed to putting the best resources in students' hands by providing research-based curriculum built from the ground up to align with state-specific academic standards. Please review our state and agency approvals at www.edmentum.com/resources/approvals.

The efficacy of our programs is critical because our commitment to student achievement is uncompromising. We invest in research and third-party studies to ensure effectiveness. Edmentum courses are certified by national third-party organizations, including Quality Matters, ISTE, Certica, EdCredible, and EdSurge. In addition, Edmentum is a premier participant in the WebbAlign® Depth of Knowledge Partner Program. We encourage Region 4 Education Service Center to ask other responding vendors about allotted approval resources and third-party approval lists.



Awards and Achievements

We are committed to developing breakthrough online educational programs to redefine today's classroom. Edmentum has received numerous awards for its products, including prestigious CODiE Awards, AEP Distinguished Achievement Awards, Technology & Learning Awards of Excellence, and EDDIE Awards. Most recently, in 2019, we were awarded two BESSIE Awards and named the Best of Show at ISTE. For more information on these awards, please visit www.edmentum.com/about/awards.



Conclusion

With nearly 60 years of experience partnering with school districts in Texas and around the nation, we are prepared to support Region 4 Education Service Center and the school districts you serve. If you have any questions regarding our proposal, please don't hesitate to contact us. We appreciate your time in reviewing this submission and look forward to hearing from you.

Your local, dedicated contact during the RFP process is listed below:

Becky Simon-Burton, Regional Vice President

Phone: 952.465.6740

Email: Becky.Simon-Burton@Edmentum.com

Tab 1 – Contract, Offer, Contract Signature Form

Enclosed please find the following:

- Contract and Offer and Contract Signature Form (Appendix A)
- Terms and Conditions Acceptance Form (Appendix B)

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of February 25, 2020, 2020 by and between Edmentum, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Educational Software Solutions and Services ("the products and services").

RECITALS

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

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

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

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

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

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

- ii. Offeror's Best and Final Offer
- iii. Offeror's proposal
- iv. RFP and any addenda

- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 18) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the

specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

- 19) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 20) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 21) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 22) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 23) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 24) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 25) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 26) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

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

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Edmentum, Inc.

Address 5600 West 83rd Street, Suite 200 -8200 Tower

City/State/Zip Bloomington, MN 55437

Telephone No. 800-447-5286

Email Address 877-519-9555

Printed Name Eric Doan

Title Chief Financial Officer

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R191903

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


Region 4 ESC Authorized Board Member

2/25/2020
Date

Margaret S. Bass
Print Name

Carmen T. Moreno
Region 4 ESC Authorized Board Member

2/25/2020
Date

Carmen T. Moreno
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
All	See the following Edmentum Appendix A which is the same agreed upon Appendix A in past RFP. Although we can except all provisions in this ESC contract, we can do so only to the extent that they do not contradict the provisions identified in the Exhibit A Form Consortium Pricing Agreement as those are the terms that we agree that end user customers may procure licenses from us under the ESC contract, in addition to all terms identified in the ESC contract that don't contradict such terms.		Accepted
Section 13	We can agree that our fixed term software licenses to end customers procuring under the ESC contract may continue to survive the expiration or termination of our ESC contract but only to the extent that the term of the licenses that the end user customer procuring under the ESC contract paid us for extends beyond the expiration or termination of the ESC contract and in that case only for so long as their fixed term license was procured and paid for.		Accepted

APPENDIX A - FORM CONSORTIUM PRICING AGREEMENT

EDMENTUM, INC. and Region 4 Education Service Center

This Form Consortium Pricing Agreement ("Agreement") is made effective this 1st day of May, 2020 ("Effective Date"), between EDMENTUM, Inc., ("EDMENTUM"), having its principal office located at 5600 West 83rd Street, Suite 300 - 8200 Tower, Bloomington, MN 55437 and Region 4 Education Service Center, whose principal office is located at 7145 West Tidwell Road. Houston, Texas 77092 ("Consortium").

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, do hereby agree as follows:

ARTICLE 1. PURPOSE AND INTENT

The purpose and intent of this agreement is to enable Consortium Members to license certain EDMENTUM products and purchase the right to receive certain services as identified in Edmentum's proposal response Tab 2 at Consortium - Member pricing.

ARTICLE 2. DEFINITIONS

- 2.1 Member - As used herein a Member shall include any school or school district that participates in Consortium's membership program and is located within the Territory.
- 2.2 Territory - As used herein, Territory is the following counties: Waller, Fort Bend, Brazoria, Galveston, Chambers, Liberty, and Harris within the State of Texas.
- 2.3 Products - As used herein, Products consist of those EDMENTUM products identified in Edmentum's proposal response Tab 2 as may be amended from time to time upon written notice by EDMENTUM.
- 2.4 Services - As used herein, Services consist of those EDMENTUM services identified under Tab 2 of Edmentum's proposal response as may be amended from time to time upon written notice by EDMENTUM.

ARTICLE 3. EDMENTUM'S PROGRAM DESCRIPTION

EDMENTUM will offer Members the right to license the Products and purchase the Services at the pricing identified in Tab 2 of Edmentum's proposal response. Unless otherwise provided in Edmentum's price list, all new Member orders must exceed \$5,000 and all Product subscription periods must be for minimum of one year.

ARTICLE 4. EDMENTUM'S RESPONSIBILITIES

EDMENTUM Shall:

- 4.1 Process orders received from Members, deliver (or make available) Product to a licensing Member

and invoice Members directly at the pricing identified within the provided price list under Tab 6 of Edmentum's proposal response.

- 4.2 Submit to Consortium a list of all Members who have licensed Products from EDMENTUM under this agreement on a quarterly basis within thirty days following the end of each EDMENTUM fiscal quarter.
- 4.3 Submit to Consortium certain electronic flyers and certain other documentation that Consortium can leverage to better understand the Products and Services and better promote their sale.
- 4.4 Provide a modified Price List to Consortium when EDMENTUM makes any price reductions, price increases or modifies the Product and/or Service offerings it is willing to make available to Members.
- 4.5 Provide customer support to Members who have licensed Products under this Agreement in accordance with EDMENTUM's then standard support if such Product(s) comes with support.
- 4.6 Have one or more persons from its sales team provide one Product training day per year to Consortium's leadership to help them better understand the Product and aid in their marketing of the Products and Services. This may be done in person, via webinar or via teleconference, at EDMENTUM's option and will be scheduled by EDMENTUM. If Consortium leadership desires this training to be provided by EDMENTUM's professional services group, Consortium may request that but such training will be provided at the professional services groups normal rates.
- 4.7 Provide Product training to licensing Members at the pricing identified in the Price List (Tab 6 of Edmentum's proposal response). Consortium staff may participate (at no cost) in certain professional training that Members purchase from EDMENTUM, provided that to ensure effective instruction, the class size for onsite training may not exceed fifteen (15) participants.

ARTICLE 5. CONSORTIUM RESPONSIBILITIES

Consortium shall:

- 5.1 Provide robust marketing and sales activities as follows:
 - 5.1.1 Provide Product and Service information on the Consortium Webpage, including an EDMENTUM web link, EDMENTUM Company and Product information, contact information and Member discounted pricing.
 - 5.1.2 Deliver a flyer prepared by EDMENTUM to promote the Products and Services to all Members.
 - 5.1.3 List EDMENTUM in any vendor guides that are distributed to Members.
 - 5.1.4 Promote Products at conferences and other exhibitions.
 - 5.1.5 Only disclose the EDMENTUM Product and Service listing and pricing to its Members and not disclose any confidential information regarding EDMENTUM, its Products, Services, vendors or customers in any third parties.
 - 5.1.6 Act as a liaison, if requested by EDMENTUM, between Members and EDMENTUM, to resolve any Member assistance issues.
 - 5.1.7 Provide EDMENTUM with an electronic list of Members and update it promptly when membership changes occur.
 - 5.1.8 Refrain from making any negative or derogatory comments about EDMENTUM, its personnel or agents or its products and services.

- 5.1.9 Refrain from making any misstatements or misrepresentations regarding the Products or Services.
- 5.1.10 Ensure that any Member licensing a Product and/or purchasing a Service from EDMENTUM under this Agreement executes EDMENTUM's Standard Order form and referenced Standard Terms and Conditions.
- 5.1.11 Promptly refer to EDMENTUM all inquiries for potential online learning tools.
- 5.2 Consortium accepts and acknowledges that nothing in this Agreement prevents or restricts (i) a Member from licensing Products and/or purchasing Services directly from EDMENTUM, (ii) EDMENTUM from contacting and attempting to solicit business from Members or (iii) EDMENTUM from responding to or entering into other membership or consortium agreements, including but not limited to statewide RFPs and contracts covering products and services identical to or similar to the Products and/or Services identified under Tab 2 of Edmentum's proposal, Product/Services.
- 5.3 Consortium shall ensure that all applicable laws and regulations are satisfied in connection with this Agreement and Consortium's efforts to promote the Products and Services.

ARTICLE 6. COMPENSATION

EDMENTUM to pay Consortium three (3) percent of the revenue that Edmentum actually recognizes from Member's licensing of the Products during the Term to the extent that such Member's licensing of the Products began after the Effective Date and the licensing was generated by the activities of Consortium. To the extent that a Member renews an order during the Term that EDMENTUM was required to pay Consortium compensation under the prior sentence, EDMENTUM agrees to pay Consortium two (2) percent of the revenue that Edmentum actually recognizes from such Member's renewal during the Term to the extent that such Member's renewal was generated by the activities of Consortium. Edmentum agrees to pay the compensation owed above, if any, quarterly within 30 days following the completion of each Edmentum fiscal year quarter. Consortium accepts and acknowledges that Edmentum has no obligation to pay to Consortium any compensation related to a Member's purchase of Services.

ARTICLE 7. TERM

- 7.1 This agreement shall become effective as of the Effective Date and shall continue in force until terminated as permitted herein (the "Term").
- 7.2 Termination. This agreement shall terminate immediately upon any one of the following events:
 - 7.2.1 Either party's voluntary or involuntary bankruptcy.
 - 7.2.2 Either party's failure to remedy a material breach of any of its material obligations under this Agreement within 30 days of receipt of written notice from the other party specifying in reasonable detail the nature of such breach.
 - 7.2.3 Upon no less than ninety (90) days prior written notice from either party.
- 7.3 Rights and Obligations upon Termination.
 - 7.3.1 Termination of this agreement shall not release the party from its obligations occurring prior to the effective date of the termination.
 - 7.3.2 Upon termination of this agreement, regardless of cause, Consortium shall immediately return to EDMENTUM any information, materials, documentation, equipment or otherwise, that it received from EDMENTUM, and shall immediately stop marketing and promoting the Products and Services.

7.3.3. If a Member(s) continues to use or license the Products after termination of this Agreement, Consortium accepts and acknowledges that EDMENTUM may contract with or renew such Members for the Products or other EDMENTUM solutions without any restriction and without any EDMENTUM payment obligations to Consortium. Notwithstanding anything in this Agreement to the contrary, Edmentum shall not be required to pay Consortium any payments or fees, including but not limited to Section 6 compensation, after the effective date of the termination.

ARTICLE 8. MISCELLANEOUS

- 8.1 Assignment. Neither party shall have the right to assign or otherwise transfer its rights and obligations under this agreement except with the prior written consent of the other party. Notwithstanding the forgoing, no consent is required in connection with the transfer by merger, by operation of law, assignment, purchase, or otherwise of most or all of the assets or equity of either party.
- 8.2 Relationship. Each party is an independent entity under the terms of this agreement. Neither party, by virtue of this agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party. Except as otherwise provided, or as may hereafter be established by a written agreement executed by authorized representatives of the parties, all operational expenses incurred by either party will be borne by the party incurring the expense.
- 8.3 Governing Law. This agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without application of its choice of law provisions and any controversy arising hereunder shall be brought in a State or Federal court located in Harris County, Texas.
- 8.4 Hold Harmless and Limitation of Liability. Each party agrees to hold the other harmless from any and all claims and demands of Members which may result from the parties' breach of this Agreement. Under no circumstances may EDMENTUM's maximum aggregate liability to Consortium or its employees or agents collectively exceed the amount of compensation actually paid by EDMENTUM to Consortium during the six month period preceding the claim.
- 8.5 Notices. Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the following addresses of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given, or (b) on the seventh (7th) day following the date such notice was posted, whichever occurs first:

EDMENTUM, INC.
5600 West 83rd Street
Suite 300, 8200 Tower
Bloomington, MN 55437

Consortium
7145 West Tidwell Road
Houston, Texas 77092

- 8.6 Binding Effect. This agreement binds and inures to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 8.7 Entire Agreement. The individuals signing this agreement hereby represent that they are authorized on behalf of their respective organizations to execute this agreement and the agreement contains the entire understanding between the parties concerning the subject matter.
- 8.8 Severability. In the event that any of the terms of this agreement are in conflict with any rule or law or statutory provision or otherwise unenforceable under the laws or regulations of any

government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of this agreement.

- 8.9 Waiver. No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 8.10 Amendments. This agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, other than by written amendment signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

EDMENTUM, Inc.

("Consortium")



Authorized Signature

Authorized Signature

Eric Doan, Chief Financial Officer

Printed Name, Title

Printed Name, Title

11.14.19

Date

Date

Member List

BRAZORIA COUNTY

8 Districts

Alvin ISD

Supt: *Buck Gilcrease, Ed.D.*

301 East House Street
Alvin, Texas 77511-3568
281.388.1130 • Fax 281.388.2719

Angleton ISD

Supt: *Patricia Montgomery, Ed.D.*
1900 North Downing Road
Angleton, Texas 77515-3799
979.849.8000 • Fax 979.849.8070

Brazosport ISD

Supt: *Danny Massey*
PO Drawer Z
Freeport, Texas 77542-1926
979.730.7000 • Fax 979.266.2486

Columbia-Brazoria ISD

Supt: *Steven Galloway*
PO Box 158
West Columbia, Texas 77486-0158
979.345.5147 • Fax 979.345.4890

Damon ISD

Supt: *Donald Rhodes, Ed.D.*
PO Box 429, 1211 Mulcahy Street
Damon, Texas 77430-3275
979.742.3457 • Fax 979.742.3275

Danbury ISD

Supt: *Greg Anderson*
PO Box 378
Danbury, Texas 77534-0378
979.922.1218 • Fax 979.922.8246

Pearland ISD

Supt: *John Kelly, Ph.D.*
PO Box 7
Pearland, Texas 77588-0007
281.485.3203 • Fax 281.412.1231

Sweeny ISD

Supt: *Randy Miksch*
1310 North Elm Street
Sweeny, Texas 77480-1399
979.491.8000 • Fax 979.491.8030

CHAMBERS COUNTY

2 Districts

Anahuac ISD

Supt: *James Hopper*
804 Mikael Ricks Drive
Anahuac, Texas 77514
409.267.3600 • Fax 409.267.3855

Barbers Hill ISD

Supt: *Greg Poole, Ed.D.*
PO Box 1108
Mont Belvieu, Texas 77580-1108
281.576.2221 • Fax 281.576.5879

Houston ISD

Supt: *Terry Grier, Ed.D.*

FORT BEND COUNTY

4 Districts

Fort Bend ISD

Supt: *Charles Dupre, Ed.D.*
16431 Lexington Boulevard
Sugar Land, Texas 77479
281.634.1000 • Fax 281.634.1700

Lamar CISD

Supt: *Thomas Randle, Ed.D.*
3911 Avenue I
Rosenberg, Texas 77471-9999
281.223.0000 • Fax 281.341.3598

Needville ISD

Supt: *Curtis Rhodes*
PO Box 412
Needville, Texas 77461-0412
979.793.4308 • Fax 979.793.3823

Stafford MSD

Supt: *Robert Bostic, Ed.D.*
1625 Staffordshire
Stafford, Texas 77477-6326
281.261.9200 • Fax 281.261.9249

GALVESTON COUNTY

8 Districts

Clear Creek ISD

Supt: *Greg Smith, Ph.D.*
2425 East Main Street
League City, Texas 77573-0799
281.284.0000 • Fax 281.284.0005

Dickinson ISD

Supt: *Vicki Mims*
2218 East FM 517
Dickinson, Texas 77539
281.229.6000 • Fax 281.229.6011

Friendswood ISD

Supt: *Trish Hanks*
302 Laurel Drive
Friendswood, Texas 77546-3923
281.482.1267 • Fax 281.996.2513

Galveston ISD

Supt: *Larry Nichols*
PO Drawer 660
Galveston, Texas 77553-0660
409.766.5100 • Fax 409.766.5171

Hitchcock ISD

Interim Supt: *Carla Vickroy*
8117 Highway 6
Hitchcock, Texas 77563-1742
409.316.6545 • Fax 409.986.5141

La Marque ISD

Supt: *Terri Watkins*
1727 Bayou Road
La Marque, Texas 77568
409.938.4251 • Fax 409.908.5012

LIBERTY COUNTY

Santa Fe ISD

Supt: *Leigh Wall, Ed.D.*
PO Box 370
Santa Fe, Texas 77510-0370
409.925.3526 • Fax 409.925.4002

Texas City ISD

Supt: *Cynthia Lusignolo, Ed.D.*
1401 Ninth Avenue North
Texas City, Texas 77590
409.916.0100 • Fax 409.916.2655

HARRIS COUNTY

19 Districts

Aldine ISD

Supt: *Wanda Bamberg, Ed.D.*
14910 Aldine Westfield Road
Houston, Texas 77032-3099
281.449.1011 • Fax 281.449.4911

Alief ISD

Supt: *H. D. Chambers*
PO Box 68
Alief, Texas 77411-0068
281.498.8110 • Fax 281.575.1923

Channelview ISD

Supt: *Greg Ollis*
1403 Sheldon Road
Channelview, Texas 77530-2603
281.452.8002 • Fax 281.457.9073

Crosby ISD

Supt: *Keith Moore, Ed.D.*
706 Runneburg Road
Crosby, Texas 77532-2009
281.328.9200 • Fax 281.328.9208

Cypress-Fairbanks ISD

Supt: *Mark Henry, Ed.D.*
PO Box 692003
Houston, Texas 77269-2003
281.897.4000 • Fax 281.807.8150

Deer Park ISD

Supt: *Arnold Adair, Ed.D.*
2800 Texas Avenue
Deer Park, Texas 77536-4797
832.668.7000 • Fax 281.930.1945

Galena Park ISD

Supt: *Angi Williams, Ed.D.*
14705 Woodforest Boulevard
Houston, Texas 77015
832.386.1000 • Fax 832.386.1100

Goose Creek CISD

Supt: *Randal O'Brien*
PO Box 30
Baytown, Texas 77522-0030
281.420.4800 • Fax 281.420.4854

4400 West 18th Street
Houston, Texas 77092-8501
713.556.6000 • Fax 713.556.6323

Huffman ISD

Supt: *Benny Soileau, Ed.D.*
PO Box 2390
Huffman, Texas 77336-2390
281.324.1871 • Fax 281.324.3293

Humble ISD

Supt: *Guy Sconzo, Ph.D.*
PO Box 2000
Humble, Texas 77347-2000
281.641.1000 • Fax 281.641.1050

Katy ISD

Supt: *Alton Frailey*
6301 Stadium Lane
Katy, Texas 77492
281.396.6000 • Fax 281.644.1800

Klein ISD

Supt: *James Cain, Ed.D.*
7200 Spring Cypress Road
Klein, Texas 77379
832.249.4000 • Fax 832.249.4055

La Porte ISD

Supt: *Lloyd Graham*
1002 San Jacinto Street
La Porte, Texas 77571-6418
281.604.7000 • Fax 281.604.7020

Pasadena ISD

Supt: *Kirk Lewis, Ed.D.*
1515 Cherrybrook Lane
Pasadena, Texas 77502-7912
713.740.0000 • Fax 713.740.4040

Sheldon ISD

Supt: *Vickey Giles, Ed.D.*
11411 C. E. King Parkway
Houston, Texas 77044
281.727.2000 • Fax 281.727.2085

Spring ISD

Supt: *Rodney Watson, Ph.D.*
16717 Ella Boulevard
Houston, Texas 77090-4213
281.891.6000 • Fax 281.891.6006

Spring Branch ISD

Supt: *Duncan Klussmann, Ed.D.*
955 Campbell Road
Houston, Texas 77024
713.464.1511 • Fax 713.365.4664

Tomball ISD

Supt: *Huey Kinchen*
310 South Cherry Street
Tomball, Texas 77375
281.357.3100 • Fax 281.357.3128

6 Districts

Cleveland ISD

Supt: *Darrell Myers, Ed.D.*
316 East Dallas
Cleveland, Texas 77327
281.592.8717 • Fax 281.592.8283

Dayton ISD

Supt: *Jessica Johnson, Ed.D.*
100 Cherry Creek Road
Dayton, Texas 77535
936.258.2667 • Fax 936.258.5616

Devers ISD

Supt: *Elizabeth Harris*
201 Chism Street
Devers, Texas 77538
936.549.7135 • Fax 936.549.7595

Hardin ISD

Supt: *Bob Parker*
PO Box 330
Hardin, Texas 77561-0330
936.298.2112 • Fax 936.298.9161

Liberty ISD

Supt: *Cody Abshier, Ed.D.*
1600 Grand Avenue
Liberty, Texas 77575-4725
936.336.7213 • Fax 936.336.2283

Tarkington ISD

Supt: *Kevin Weldon*
2770 FM 163
Cleveland, Texas 77327
281.592.8781 • Fax 281.592.3969

WALLER COUNTY

3 Districts

Hempstead ISD

Supt: *Angela Gutsch, Ed.D.*
PO Box 1007
Hempstead, Texas 77445-1007
979.826.3304 • Fax 979.826.5510

Royal ISD

Supt: *Stacy Ackley*
PO Box 489
Pattison, Texas 77466-0489
281.934.2248 • Fax 281.934.2846

Waller ISD

Supt: *Danny Twardowski*
2214 Waller Street
Waller, Texas 77484
936.931.3685 • Fax 936.372.5576

Tab 2 – Products/Pricing

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Pricing for all Edmentum products can be found on the following pages. Discounts are available based on purchase volume.

Edmentum Product Pricing

Item Description	Unit Cost
<p>Exact Path</p> <p>Grades pre-K–12 assessment-driven, individualized learning paths that dynamically target instruction.</p> <p>**ClassLink, Clever, NWEA, and Renaissance integrations available**</p>	<ul style="list-style-type: none"> • \$22.00/student for K–12 Math <u>or</u> Reading Learning Paths integrated with NWEA MAP or Renaissance • \$27.50/student for K–12 Math <u>or</u> Reading Assessments with Learning Paths • \$38.00/student for K–12 Math <u>and</u> Reading Learning Paths integrated with NWEA MAP or Renaissance • \$44/student for K–12 Math <u>and</u> Reading
<p>Study Island</p> <p>Grades K–12 standards-based practice and classroom assessment to reinforce learning.</p> <p>**NWEA/Clever integration available**</p>	<ul style="list-style-type: none"> • \$5.50/student for K–12 TEKS and STAAR practice, per subject area • \$5.50/student for ACT/SAT prep • \$5.50/student for STAAR benchmark assessments • \$19.00/student for all four Core Subject areas bundled
<p>Courseware</p> <p>Grades 6–12 digital curriculum for teachers and students; core, electives, world languages, CTE, health & fitness, AP, ACT/SAT prep.</p> <p>**ClassLink and Clever integration available**</p>	<p>Per-Student Pricing:</p> <ul style="list-style-type: none"> • \$33/student (Math <u>or</u> Science <u>or</u> Language Arts <u>or</u> Social Studies) • \$77/student (Math, Science, English, <u>and</u> Social Studies) • \$49.50/student (Electives) • \$49.50/student (College/Career Readiness) • \$5.50/student (Health & P.E.) • \$60.50/student (Career Explorations & Technology) • \$16.50/student (World Languages) • \$50.00/student (Health & Fitness)*

Tab 2 – Products/Pricing

	<p>Concurrent Pricing:</p> <ul style="list-style-type: none"> • \$198/concurrent (Math <u>or</u> Science <u>or</u> Language Arts <u>or</u> Social Studies) • \$462/concurrent (Math, Science, English, <u>and</u> Social Studies) • \$412.50/concurrent (Secondary Electives)* • \$412.50/concurrent (Electives) • \$297/concurrent (College/Career Readiness) • \$33/concurrent (Health & P.E.) • \$363/concurrent (Career Explorations & Technology) • \$99/concurrent (World Languages) • \$412.50/concurrent (Health & Fitness)*
<p>EdOptions Academy*</p> <p>Grades K–12 online courses paired with Texas-certified teachers; rolling enrollment year-round.</p> <p><i>Note: Monthly, Semester, and Yearly options are available by full-time student or by semester course per student. Managed services for enrollment, marketing, SpEd & ELL support, 24/7 tutoring, and more are available.</i></p>	<p>6–12 Full-Time Student</p> <ul style="list-style-type: none"> • \$295/student (18-week semester) • \$325/student (World Languages & AP Courses) (18-week semester) • \$200/student (9-week semester) <p>Elementary Full-Time Student</p> <ul style="list-style-type: none"> • \$3,000/student per year • \$1,600/student per semester <p>Secondary Full-Time Student</p> <ul style="list-style-type: none"> • \$2,500/student per year
<p>Edmentum Assessments</p> <p>6–adult fixed-form online assessments to diagnose learner needs.</p>	<p>Fixed-Form Assessments with Rx</p> <ul style="list-style-type: none"> • \$16.50/student (Math <u>or</u> ELA/Reading <u>or</u> CCR) • \$11/student (Social Studies <u>or</u> Science) • \$38/student (Math, ELA, Social Studies, <u>and</u> Science)

<p>Reading Eggs*</p> <p>Grades pre-K–6 online literacy solution to develop reading and comprehension skills; great for ELL also.</p> <p>**Clever integration available**</p>	<ul style="list-style-type: none"> • \$8/student for pre-K–6
<p>EducationCity</p> <p>Pre-K–6 online program to support targeted classroom instruction and reinforce learning.</p>	<ul style="list-style-type: none"> • \$4.50/student (Math <u>or</u> ELA/Reading <u>or</u> Science) • \$11/student (Math, ELA/Reading, <u>and</u> Science)
<p>ESL ReadingSmart</p> <p>Grades 4–12 online program to promote English-language proficiency, vocabulary, and reading comprehension.</p>	<ul style="list-style-type: none"> • \$19/student
<p>Value-Added Options:</p> <ul style="list-style-type: none"> • ClassLink integration • Clever integration • NWEA Map Link for Study Island • Technical Support (online/phone/email) • Teacher Support Resources, Guides, How-Tos 	<ul style="list-style-type: none"> • \$0 / No Charge • \$0 / No Charge • \$350/school site annually • N/C – included in student subscription • N/C – included with online programs








**Discount limitations apply*

Pricing Note:

- Total cost determined by requested item(s) and # of units needed
- Annual costs factored prior to volume discounts; include both student + teacher access

Edmentum Services Price List

We know that no two implementations look alike and that sometimes schools/districts need additional specialized support. Our specialized service offerings are completely customized based on our customers' unique needs.

Program	Major	Large	Medium	Small
 Courseware	Gold \$5,000	Silver Standard \$2,500	Silver Standard \$2,500	Bronze Virtual \$850
 Exact Path	Gold \$5,000	Silver Standard \$2,500	Silver Standard \$2,500	Bronze Virtual \$850
 Study Island	Gold \$5,000	Silver Standard \$2,500	Silver Standard \$2,500	Bronze Virtual \$750
 Assessments	Silver Standard \$2,500	Silver Standard \$2,500	Silver Standard \$2,500	Bronze Virtual \$750
 Reading Eggs	Silver Standard \$2,000	Silver Standard \$2,000	Silver Standard \$2,000	Bronze Virtual \$750
 EducationCity	Silver Standard \$2,000	Silver Standard \$2,000	Silver Standard \$2,000	Bronze Virtual \$750
 ESL ReadingSmart	Silver Standard \$2,000	Silver Standard \$2,000	Silver Standard \$2,000	Bronze Virtual \$750

À la Carte Services Pricing





A purchase of a services package is required for à la carte services.

À la Carte Services	Price for All Tiers	Description
Add-on Virtual	\$500	2-hour Virtual Session
Add-on On-Site	\$1,750	1-day On-site Session

Platinum Services Pricing

Package	Pricing (all tiers)	Description
Platinum Custom Training Services	\$2,000	1-day on-site session (6 hours)
Platinum Coaching Services	\$2,000	1-day on-site session (6 hours)
Platinum Workshop Series	\$4,000	Data-Informed Instructional Planning -1-day on-site (6-hour) session and 1 follow-up on-site (6-hour) session
Platinum Workshop Series	\$4,000	Implementing a Blended Learning Model - 1-day on-site (6-hour) session and 1 follow-up on-site (6-hour) session
Platinum Workshop Series	\$4,000	Tiered Instruction in an RTI or MTSS Model - 1-day on-site (6-hour) session and 1 follow-up on-site (6-hour) session

Pilot Services Pricing

Program	All Pilot Customers	Pilot Services include Implementation Consulting and Professional Learning Services delivered on site and virtually. Pricing is based on 1 school and 1 program.
 Courseware	\$4,500 (\$2,000 per additional school)	
 Exact Path	\$4,500 (\$2,000 per additional school)	
 Study Island	\$4,500 (\$2,000 per additional school)	
 Assessments	\$4,500 (\$2,000 per additional school)	

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

An electronic copy of our pricing catalog is included on the requested flash drives.

- iii. Is pricing available for all products and services?

Yes.

- iv. Provide pricing for warranties on all products and services.

Warranty pricing is included in the listed pricing.

- v. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Volume discounting is available.

vi. Describe how customers verify they are receiving Contract pricing.

Edmentum will provide the OMNIA contract number on the customer's Order Form, which denotes they are receiving Contract Pricing.

vii. Describe payment methods offered.

Edmentum accepts Pcard/EAP, EFT/ACH, and State Warrant payments. Pcard payments may not exceed \$25,000.00.

viii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Edmentum will honor the pricing included in this proposal for the duration of the contract, regardless of changes to our pricing structure.

ix. Describe how future product introductions will be priced and align with Contract pricing proposed.

All future updates are included with active software subscriptions.

x. Provide any additional information relevant to this section.

N/A.

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

Acknowledged.

Tab 3 – Performance Capability

- i. Include a detailed response to APPENDIX D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Acknowledged. Please find our response to the Supplier Response portion of Appendix D: Exhibit A in this section, beginning on page 99.

- ii. The successful Offeror will be required to sign APPENDIX D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Acknowledged. The required form is included in this section, starting on page 57.

- iii. Include completed APPENDIX D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Acknowledged. The required form is included in this section, starting on page 57.

Tab 3 – Performance Capability

iv. Describe how Offeror responds to emergency orders.

N/A. Edmentum's Software-as-a-Service ("SaaS") products are provided online and not carried or delivered in a retail setting.

v. What is Offeror's average Fill Rate?

N/A. Edmentum's Software-as-a-Service ("SaaS") products are provided online and not carried or delivered in a retail setting.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

N/A. Edmentum's Software-as-a-Service ("SaaS") products are provided online and not carried or delivered in a retail setting.

vii. Describe Offeror's return and restocking policy.

N/A. Edmentum's Software-as-a-Service ("SaaS") products are provided online and not carried or delivered in a retail setting.

viii. Describe Offeror's ability to meet service and warranty needs.

For full warranty terms, please see section 1.7 of the Standard Terms and Conditions of the Edmentum Standard Order Form included in Tab 6.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Edmentum Customer Support is here to guide and support customers in achieving their goals. Customers may interact with Edmentum Customer Support via multiple channels. Phone calls are received directly via a toll-free number into our US-based call center and answered by product experts. Call Center hours are Monday through Friday from 7:00 a.m. to 6:00 p.m. (CST). Average hold times are under two minutes. Emails receive a response within 24 hours, but typical wait times are within a few hours of receipt.

In addition, support tools and resources are embedded throughout the software and on the Edmentum website. We offer an online, password-protected support site that houses comprehensive teacher resources to support classroom use. From this site, educators can:

- Locate a support knowledge base and resources including webinars, curriculum guides, teaching materials, and correlation coverage reports
- Submit a Support Request 24/7 and hear back from a live agent within 24 hours
- Find knowledge base articles to provide student assistance via a Student Support Center
- Access Quick Reference Cards to see answers to frequently asked questions
- View tips and tricks used successfully at thousands of installations
- Read news and information on recent and upcoming product updates

Furthermore, students, teachers, administrators, and parents have 24/7 access to our technical support website at <https://support.edmentum.com>, which includes downloadable PDFs of software/hardware, browser, plug-ins, etc.

- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Our invoicing procedure is as follows

1. The purchase order (PO) or payment is generated from the customer. The customer signs the order form and sends back with PO or the payment.
2. Once we have the PO or the payment in hand, we process the order.
3. Once the invoice is processed, products are turned on and an email is sent to the administrator of the account with the code so the customer can load students into the system and begin using the products.
4. If the order is a renewal, the new end date is put into our system to extend the term.
5. The invoice is mailed out with terms of NET 15 days.

Edmentum accepts Pcard/EAP, EFT/ACH, and State Warrant payments. Pcard payments may not exceed \$25,000.00.

- xi. Describe Offeror's contract implementation/customer transition plan.

Edmentum's consulting services go far beyond an initial setup. Instead, we walk side-by-side with customers throughout our partnership. We begin by understanding their goals, challenges, and instructional strategies. We offer insights and guidance as to how our technology will address the identified priorities in their classrooms. Then, we provide a variety of professional learning experiences to help educators seamlessly integrate Edmentum programs into current instructional activities.

As a partner to thousands of school districts nationwide, we understand that each implementation is unique and each site has specific needs. We offer a sample project implementation plan below.

Implementation Planning and Setup for Administrators

Edmentum's Education Consultant will partner with our customer's leadership to customize an implementation. Planning objectives are to:

- Create a customized implementation plan
- Establish roles and responsibilities
- Enroll students and instructors into the program(s)
- Set key dates and milestones

Onboarding

During this stage, we introduce the programs to administrators and teachers. Objectives are to:

- Ensure participants understand school goals and outcomes
- Familiarize school personnel with programs and roles
- Train site-based staff on effective implementation practices
- Review additional included resources, such as customer support, resources within the program, and web-based live and OnDemand sessions

During this stage, our Education Consultant will:

- Regularly meet with school personnel to gauge progress
- Present usage and progress data to the district Implementation Lead
- Work with the district to identify "Teacher Leaders"

- Make coaching visits to provide additional assistance to campuses as identified by the district Implementation Lead

Program Adoption

During the program adoption stage, we establish best practices and identify needed resources. Objectives are as follows:

- Review, discuss, and adjust initial implementation plan as needed
- Analyze data relative to initial implementation goals
- Have teachers review student progress and comparative growth
- Identify and schedule additional consulting sessions as needed
- Conduct mid-year review to discuss and establish goals for remainder of the year

Growth Meeting

In this final stage, the Education Consultant and district personnel review and reflect. The goals are to:

- Evaluate the implementation plan and outcomes
- Review student progress and comparative growth
- Recommend program adjustments or improvements and identify additional uses throughout the district

This model provides a basic outline of our goals, but it will be customized and scaled for each customer. Our consultative approach supports educators from day one to ensure their success.

- xii. Describe the financial condition of Offeror.

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- xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Our website can be found at www.edmentum.com. This site includes our blog, brochures, success stories, course lists, and other resources. Ordering, returns, and reporting are not handled through any public-facing website.

- xiv. Describe the Offeror's safety record.

N/A. Edmentum's Software-as-a-Service ("SaaS") products are provided online and not carried or delivered in a retail setting.

- xv. Provide any additional information relevant to this section.

N/A.

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;

- (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.

Does offeror agree? YES EO 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.

Does offeror agree? YES EO 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

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 EO 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 EO 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 EO 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.

Does offeror agree? YES EO Initials of Authorized Representative of offeror

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

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

Pursuant to Federal Rule (G) above, when federal funds are expended by 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 EO 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 EO 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-Federal award.

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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES EO 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 EO Initials of Authorized Representative of offeror

Requirements for National Cooperative Contract

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES EO Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES EO Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES EO Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES EO Initials of Authorized Representative of offeror

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

Offeror's Name: Edmentum, Inc.


Address, City, State, and Zip Code: 5600 W 83rd St, Suite 300 - 8200 Tower, Bloomington, MN 55437

Phone Number: 800-447-5286

Fax Number: 877-519-9555

Printed Name and Title of Authorized Representative: Chief Financial Officer

Email Address: bidoperations@edmentum.com

Signature of Authorized Representative: 

Date: 11/14/19

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

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

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

NON-COLLUSION AFFIDAVIT

Company Name: Edmentum, Inc.Street: 5600 West 83rd Street, Suite 300 - 8200 TowerCity, State, Zip Code: Bloomington, MN 55437State of MinnesotaCounty of HennepinI, Eric Doan of the Bloomington
Name Cityin the County of Hennepin, State of Minnesota
of full age, being duly sworn according to law on my oath depose and say that:I am the Chief Financial Officer of the firm of Edmentum, 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.

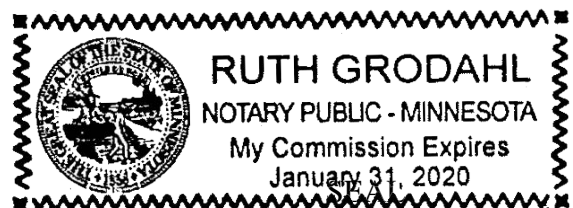
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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

Edmentum, Inc.
Company Name

CFO
Authorized Signature & Title

Subscribed and sworn before me

this 14th day of November, 2019

Notary Public of MinnesotaMy commission expires January 31, 2020

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

Company Name: Edmentum, Inc.

Street: 5600 West 83rd Street, Suite 300 - 8200 Tower

City, State, Zip Code: Bloomington, MN 55437

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

OR

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

OR

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

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

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

B. Approved Federal or New Jersey Plan – certificate enclosed

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

11/14/19

Date


CEO
Authorized Signature and Title

Certification 43309

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2018** to **15-MAY-2021**

**EDMENTUM, INC.
5600 WEST 83RD ST.,-SUITE 300/8200
BLOOMINGTON MN 55437**



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
Acting State Treasurer

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

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

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

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


Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


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

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

Part I – Vendor Information

Vendor Name:	Edmentum, Inc.		
Address:	5600 West 83rd Street, Suite 300 - 8200 Tower		
City:	Bloomington	State: MN	Zip: 55437

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


Eric Doan
Chief Financial Officer
 Signature Printed Name Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

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Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): **Eric Doan**

Signature: 

Title: **Chief Financial Officer**

Date: **11/14/19**

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	EDMENTUM, INC
Trade Name:	TRO INC PLATO PROFESSIONAL DEV CTR
Address:	875 AVENUE OF THE AMERICAS RM 501 NEW YORK, NY 10001
Certificate Number:	0092958
Effective Date:	April 25, 1990
Date of Issuance:	April 12, 2017

For Office Use Only:
20170412160644711

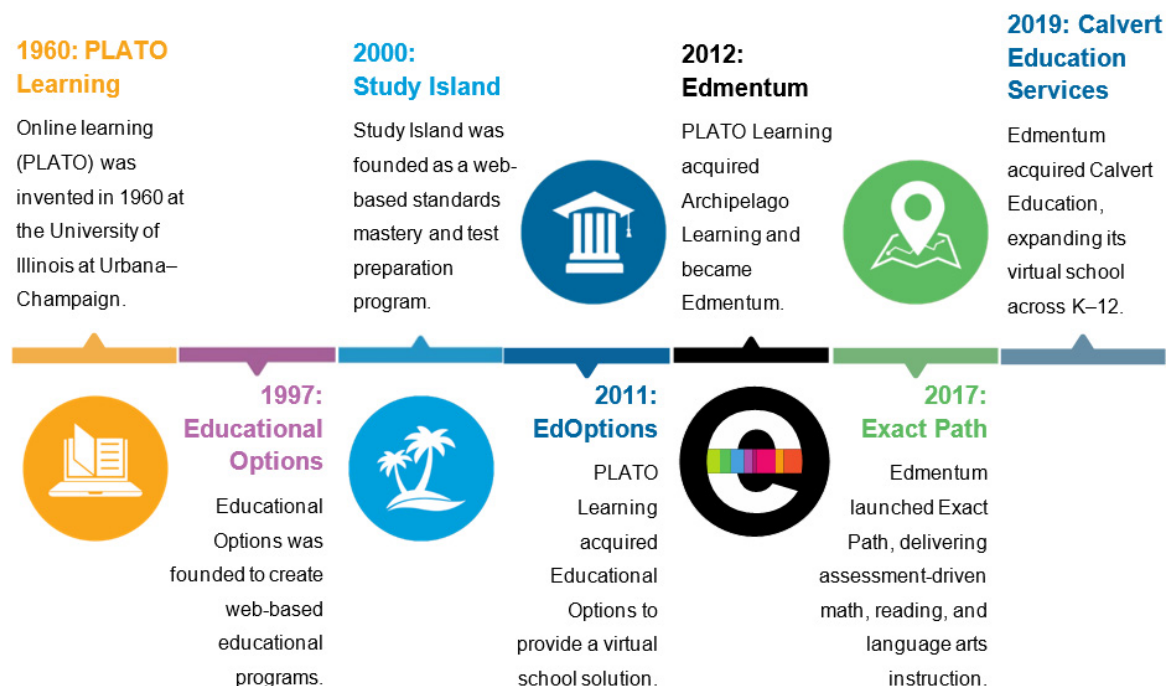
Appendix D: Supplier Response

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.

Company

A. Brief history and description of Supplier.

Edmentum has been at the forefront of industry advancements for nearly 60 years. We continue to expand our product portfolio to provide our customers with innovative 21st-century learning programs. For more information on our company's history, please visit www.edmentum.com/about.



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

A breakdown of our sales staff by region can be found below.

State	# of Sales Reps
Alabama	1
Arizona	1
California	4
Colorado	1
Delaware	1
Florida	7
Georgia	2
Illinois	3
Indiana	6
Kentucky	1
Louisiana	2
Michigan	4
Minnesota	23
Mississippi	1
Missouri	3
New Jersey	4
New York	2
North Carolina	3
Ohio	4
Oklahoma	4
Oregon	1
Pennsylvania	9
South Carolina	3
Tennessee	4
Texas	43
Virginia	2
Washington	1
West Virginia	2
Wisconsin	1
Grand Total	143

Tab 3 – Performance Capability

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

Edmentum has three office locations. Our headquarters is located in Bloomington, Minnesota, and our satellite offices are in Richardson, Texas (home to our Customer Support Center), and the United Kingdom. In addition, we have relationship teams dedicated to all 50 states and an international team based in the U.K.

Headquarters	Texas Office	United Kingdom
5600 West 83rd Street Suite 300, 8200 Tower Bloomington, MN 55437	2425 N Central Expwy Suite 1000 Richardson, TX 75080	EducationCity Ltd 8/9 Saddlers Court Oakham Rutland LE15 7GH, UK

D. Annual sales for the three previous fiscal years.

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E. Submit FEIN and Dunn & Bradstreet report.

Our FEIN is 41-1646390 and our Dun & Bradstreet number is 61-310-6567. A report is included in Tab 6.

F. Describe any green or environmental initiatives or policies.

Edmentum's Minnesota office is located in a LEED (Leadership in Energy and Environmental Design) Gold Certified Building. US buildings account for 72% of all electricity consumption and 14% of all potable water consumption. LEED certified buildings use, on average, 40% less energy and 20% less water than typical US buildings. Edmentum's furniture was sourced from a regional vendor that extracts and sources their raw materials from a 500-mile radius. Added benefits such as high recycled content in products, low emissions for better indoor air quality, and better access to natural lighting were achieved by the design.

The 8200 Tower office building located within Normandale Lake Office Park is certified by the U.S. Green Building Council (USGBC) as LEED Gold, Core & Shell (CS) for New Construction. This certification is awarded to buildings that meet specific standards set forth by the USGBC, which addresses the efficient use of energy, water and other natural resources. This encourages optimum occupant health and productivity and, among other benefits, reduces waste, pollution, and environmental degradation.

LEED buildings, also referred to as green or sustainable buildings, incorporate environmentally responsible practices in their operation. This includes the use of design techniques, energy-efficient equipment and management systems, and lighting controls coupled with daylight harvesting to operate more efficiently. Among the benefits of a green building vs. a non-LEED rated building are:

- Lower utility use by as much as 15 to 20%.
- Reduced impact to domestic water and storm drains by incorporating high efficiency plumbing and capturing and reusing rainwater to irrigate landscaping.
- Designated parking for low emission vehicles and located within a half mile of three bus routes to reduce fuel consumption.

Tab 3 – Performance Capability

The building also incorporates green cleaning practices and recycling programs to reduce impact of harmful effects to the environment and eliminate further demand toward landfills.

During construction of the 8200 Tower, 90% of the building's waste was recycled, 20% of the building materials were from recycled products, 20% were regionally produced, and 97% of the wood products were rated by the Forest Stewardship Council, which promotes responsible forest practices worldwide.

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.

Edmentum is the sole source provider of our products and services. We do not utilize subcontractors for our main offerings, SBE/WBE/WBE or otherwise. When considering the topic of subcontractors, including subcontractors for supplier diversity purposes (MWBE requirements, Supplier Diversity Plans, etc.), student data security is always a concern as Edmentum partners with K-Adult education institutions. Student data security is the highest priority, and we adhere to strict data protection policies. As such, subcontractors are not provided access and, therefore, cannot partner on our core offerings. Please see our terms for our data security best practices and policies:

- Privacy Policy: www.edmentum.com/privacy
- Standard Purchase and License Terms: www.edmentum.com/terms

Tab 3 – Performance Capability

Although Edmentum is the sole source provider of our products, we have successfully developed and sustained partnerships with other industry leaders, including SBE/WBE/WBE education partners, to implement high-quality solutions for our customers. As many of our partnerships are proprietary, we would be happy to provide SBE/WBE/WBE partner information in a closed session upon request with partner approval. We offer two examples of our diverse public partnerships for your consideration:

- Smart Horizons Career Online Education (SHCOE) is described by North American Industry Classification System (NAICS) Code 611110 – Elementary and Secondary Schools. The size standard for this NAICS code is \$11,000,000, which classifies Darwin Global (SHCOE's parent company) as a small business under the Small Business Administration's standards as stated in Title 13 Part 121 of the Electronic Code of Federal Regulations (eCFR).
- Maestro, the Academy's Student Information System (SIS), is owned by BocaVox, which is WBENC certified (Women's Business Enterprise National Council). BocaVox is a majority woman-owned business and has been a proud member of WBENC since 2007.

We are happy to provide applicable certification for your review upon request. The most updated public information on our partnerships can be found at www.edmentum.com/about/partnerships-and-integrations.

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.

N/A. Edmentum does not carry HUB certifications.

I. Describe how supplier differentiates itself from its competitors.

With over 60 years of experience, Edmentum is the leader in providing trusted, innovative, and effective instructional technology solutions. The efficacy of our curriculum has been confirmed over time through third-party evaluations as well as through proven results with thousands of learners.

Edmentum takes expert feedback very seriously, and our initiatives in soliciting this feedback further differentiate us from our competitors. The Edmentum Educator Network is an educator-led community designed to help outstanding teachers and administrators make critical connections, share ideas, tackle challenges, and grow as professionals. The network offers:

- Private Facebook group for networking and discussion
- Biannual Educator Summit conference in Dallas
- In-person networking opportunities with members across the country
- Monthly newsletter including Member Spotlights
- Working sessions with Edmentum's curriculum team

Edmentum also partners with the University of Kansas, Center for Assessment and Accountability Research and Design (CAARD) and renowned educational leaders to form a Technical Advisory Committee. As leading voices in education, this exemplary group of researchers, psychometricians, authors, and thought leaders have come together to help guide the future innovation of Edmentum's programs used in thousands of schools and districts across the United States and globally.

Finally, the substance of our educational content, why we include what we include, and how we structure and align our courses and underlying content differentiates Edmentum from its competitors. Customers often mention these qualities as reasons they continue to partner with us.

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

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- 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.

Edmentum is not owned or operated by anyone who has been convicted of a felony.

Tab 3 – Performance Capability

L. Describe any debarment or suspension actions taken against supplier

Edmentum has not been a party to any debarment or suspension actions.

Distribution, Logistics

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

Product and service descriptions are provided below. Each product is also described in greater detail in the Executive Summary, beginning on page 5. More information can be found at www.edmentum.com.



Exact Path

K–12 assessment-driven online individualized learning paths to target instruction



Study Island

K–12 customizable online assessment and practice to reinforce learning



Courseware

6–12 online courses and curriculum to enhance and expand student options



EdOptions Academy

K–12 online courses and instructional services for effective virtual programs



Edmentum Assessments

7–12 adaptive and fixed-form online assessments to diagnose learner needs



Reading Eggs

Pre-K–6 online literacy program to develop student reading and comprehension skills



EducationCity

Pre-K–6 online program to support targeted classroom instruction and reinforce learning



ESL ReadingSmart

4–12 online program to promote English-language proficiency and academic success

Tab 3 – Performance Capability

We offer comprehensive professional development programs that ensure educators receive the training and coaching needed to create successful 21st-century learning environments. We provide far more than implementation and user training; our consultative services promote blended learning, along with learner and educator achievement. The vision of Edmentum training and implementation services is to leverage best practices consistently across all products. Edmentum employs professional development strategies that prepare teachers to differentiate instruction, use assessments to inform instruction, and select effective intervention strategies for identified students.

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.

Edmentum's nationwide sales team will sell online-distributed products and services to customers nationwide. The products and services listed herein will be offered in all of the United States, including territories and 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.

N/A. Edmentum's products will always be delivered by an Edmentum representative and are not resold in any retail or in-store locations or distributors.

Tab 3 – Performance Capability

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

N/A. All of the above will be handled by Edmentum.

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

N/A. Edmentum does not have distribution facilities, warehouses, or a retail network.

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:
- 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

The contract will be implemented immediately upon award. Edmentum will provide a full readiness plan to all sales and finance (quoting) personnel so that they are aware of the contract and how best to make use of it with current and new customers. The contract number will be added to order forms for our customers. Additionally, we will implement the marketing plan described below.

- 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

Tab 3 – Performance Capability

- 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. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance 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;

Tab 3 – Performance Capability

- 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

Edmentum plans to work with OMNIA to develop and implement a meaningful marketing plan to meet the objectives of our partnership. To maximize the likelihood of success and minimize costs, we propose a marketing planning meeting or series of meetings with OMNIA to set the marketing scope, timeline, and costs.

- i. Edmentum will work with OMNIA to create and distribute a co-branded press release that would position Edmentum and OMNIA as partners.
- ii. Edmentum will work with OMNIA to identify all appropriate information to be published to www.edmentum.com within 90 days of contract execution.
- iii. Edmentum will work with OMNIA to design, publish, and distribute co-branded marketing materials within 90 days of contract execution.
- iv. Edmentum will commit to attending the required trade shows, conferences, and meetings.
- v. Edmentum will commit to attend, exhibit, and participate at the NIGP Annual Forum and will provide reasonable assistance in the overall promotion and marketing efforts of the Forum.

Tab 3 – Performance Capability

- vi. Edmentum will work with OMNIA to develop an ongoing marketing and promotion plan for the lifespan of the Agreement.
- vii. Edmentum will work with OMNIA to develop a landing page on www.edmentum.com promoting our partnership and featuring the listed components.

Note: Third-party incremental charges to OMNIA will occur for advertising, website creation and maintenance, direct marketing, and promotional items. These charges would depend on the outcomes of one or more planning meetings and would include charges related to account management, creative advertising agency ad design, placements within the media (TV, radio, etc.), and production costs of promotional items.

C. Describe how Supplier will transition any existing 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.

At the time of a customer's contract renewal, our sales teams will work with the customer and OMNIA to transition them to the Master Agreement where applicable. Edmentum will work with OMNIA to identify key clients and will also leverage the aforementioned marketing and sales strategies to ensure all customers have access to the same partnership benefits. We prioritize all cooperative purchasing agreements and will position the Master Agreement as a key element of our sales strategies.

Tab 3 – Performance Capability

- 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.

Acknowledged. Edmentum will provide its logo and grant the required permissions.

- 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:

- 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

Confirmed. Our sales initiatives will communicate all of the above.

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

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process

Tab 3 – Performance Capability

- 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

Confirmed. Edmentum will train sales staff on all of the above.

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

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

Primary contacts for all of the above are identified below:

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

Our national sales team is structured by geographical region, with multiple sales representatives within each region reporting to a regional supervisor. Regions are categorized into four channels: Field Sales, Higher Ed, Inside Sales, and Academy, each overseen by a vice president. The vice presidents of these sales channels report to Ryan Hagedorn, Chief Operating Officer, who can be reached at Ryan.Hagedorn@Edmentum.com or 800.447.5286.

- 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.

Edmentum plans to use its developed sales channel to communicate the partnership. Our sales and services team includes over 235 experienced individuals with strong connections to school districts nationwide. Those teams use their connections and experience, working directly with OMNIA to implement, grow, and service the national program.

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

Edmentum has partnered with Region 4 and OMNIA (formerly TCPN) for the last ten years. We will continue to leverage the streamlined process we have enacted for the last ten years and will work with OMNIA to continually develop new ways to integrate the Master Agreement in our sales strategies.

- K. 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.

Edmentum serves thousands of government agencies nationwide. Out of respect for our clients, we consider the purchase amount of their contracts to be proprietary and do not include it in public documentation. Please see Tab 4 for ten strong customer references. We would be happy to discuss client questions in a closed session upon request and upon client approval.

Tab 3 – Performance Capability

- L. 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.

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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").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

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N. To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Acknowledged.

O. 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.

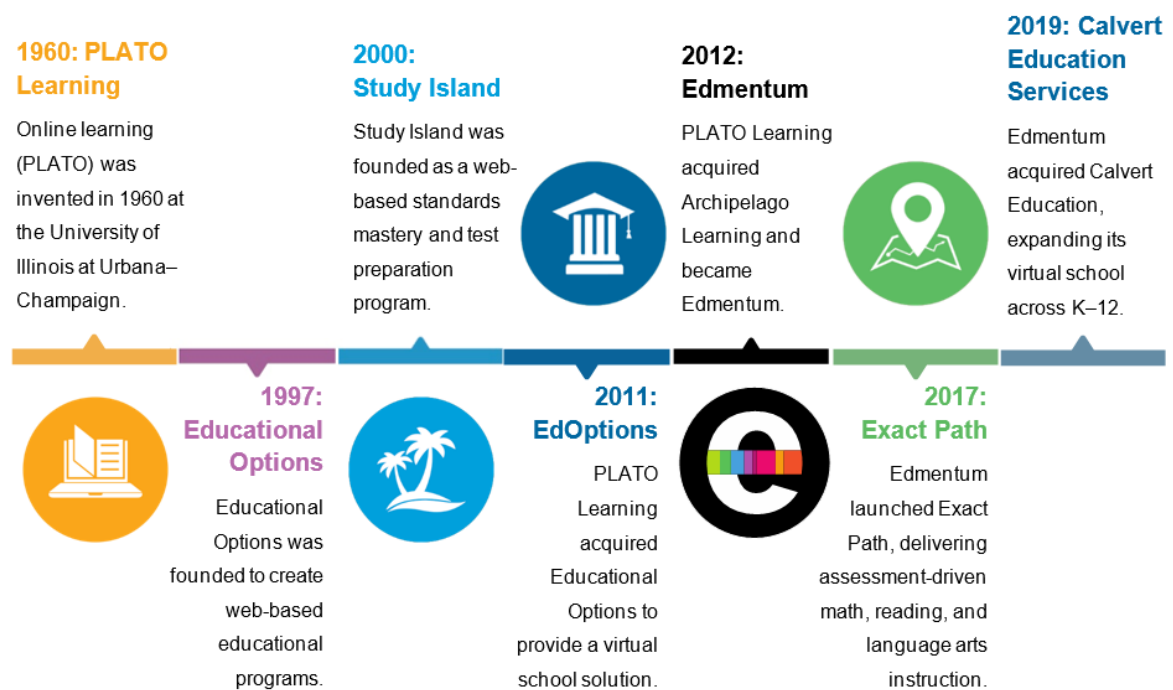
Edmentum has maintained a successful partnership with Region 4 and OMNIA for over ten years. We will continue to leverage the strategies we have developed and employed over the course of this successful partnership and will work diligently to ensure all customers receive the best possible solution to meet their needs.

Tab 4 – Qualification and Experience

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

Online learning was invented in 1960 at the University of Illinois at Urbana-Champaign. PLATO (Programmed Logic for Automated Teaching Operations) was an answer to a pressing need for greater access to high-quality education. PLATO became the first computer-assisted learning system. Early on, learners accessed PLATO through stand-alone computer systems. Today, Edmentum Courseware's high-quality, rigorous courses can be accessed anytime and from any location with Internet access.

In 2012, PLATO Learning acquired Archipelago Learning, adding complementary online educational solutions. Together, they joined forces to become Edmentum. Edmentum combines the same great people and products our customers know and trust to empower educators to make learning more impactful and improve student achievement.



Tab 4 – Qualification and Experience

Edmentum has three office locations. Our headquarters is located in Bloomington, Minnesota, and our satellite offices are in Richardson, Texas, and the United Kingdom. In addition, we have relationship teams dedicated to all 50 states and an international team based in the U.K.

Headquarters	Texas Office	United Kingdom
5600 West 83rd Street Suite 300, 8200 Tower Bloomington, MN 55437	2425 N Central Expwy Suite 1000 Richardson, TX 75080	EducationCity Ltd 8/9 Saddlers Court Oakham Rutland LE15 7GH, UK

ii. Describe Offeror's reputation in the marketplace.

Edmentum has been at the forefront of industry advancements for nearly 60 years. We continue to offer and expand our wide variety of innovative solutions that span a multitude of program areas, providing our customers with 21st-century learning programs. For more information on our company's history, please visit www.edmentum.com/about.

iii. Describe Offeror's reputation of products and services in the marketplace.

We are committed to developing breakthrough online educational programs to redefine today's classroom. Edmentum has received numerous awards for its products, including prestigious CODiE Awards, AEP Distinguished Achievement Awards, Technology & Learning Awards of Excellence, and EDDIE Awards. Most recently, in 2019, we were awarded two BESSIE Awards and named the Best of Show at ISTE. For more information on these awards, please visit www.edmentum.com/about/awards.

Tab 4 – Qualification and Experience



- iv. Describe the experience and qualification of key employees.

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Tab 4 – Qualification and Experience

v. Describe Offeror's experience working with the government sector.

Edmentum has been serving school districts in the government sector nationwide for nearly 60 years. Additionally, Edmentum has partnered with TCPN for the past 10 years to offer its services to the agencies it serves.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Edmentum has not been a party to any litigation or regulatory proceedings.

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Acknowledged. Please find references on page 127.

viii. Provide any additional information relevant to this section.

N/A.

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Tab 5 – Value Add

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

On the following pages, please find a comprehensive Texas course list. Our entire course listing is available on our website at: www.edmentum.com/course-catalog.

Our website also contains several research studies that we recommend reviewing, such as:

- [Impacts of Study Island on Student Math Achievement on the NWEA™ MAP©](#)
- [Impacts of Study Island on Student Reading Achievement on the NWEA™ MAP©](#)
- [Impacts of Edmentum's Exact Path on Student Language Arts Achievement](#)
- [Impacts of Edmentum's Exact Path on Student Reading Achievement](#)
- [Impacts of Edmentum's Exact Path on Student on Student Mathematics Achievement](#)

Additional research studies can be found at: <https://www.edmentum.com/resources/research>.

Course Catalog



Texas

Math

Algebra 1 A/B
 Algebra 2 A/B
 Consumer Mathematics
 Financial Mathematics A/B
 Geometry A/B
 Integrated Math 1 A/B
 Integrated Math 2 A/B
 Integrated Math 3 A/B
 Math 6 A/B
 Math 7 A/B
 Math 8 A/B
 Precalculus A/B
 Probability & Statistics
 Texas Algebra 1 A/B ✓
 Texas Algebra 2 A/B ✓
 Texas Geometry A/B ✓
 Texas Mathematical Models with Applications A/B ✓

English Language Arts

Business English A/B
 English 06 A/B
 English 07 A/B
 English 08 A/B
 English 09 A/B
 English 10 A/B
 English 11 A/B
 English 12 A/B
 English 9 with Augmented Reality
 Texas English I A/B ✓
 Texas English I with Augmented Reality
 Texas English II A/B ✓
 Texas English III A/B ✓
 Texas English IV A/B ✓

Social Studies

Civics A/B
 Contemporary World A/B
 Economics
 Middle School U.S. History A/B
 Middle School World History A/B
 Texas U.S. History A/B ✓
 U.S. Government

U.S. History A/B
 World Geography A/B
 World History A/B
 World History Survey A/B

Science

Biology A/B 🌱
 Biology with Virtual Labs A/B 🌱
 Chemistry A/B 🌱
 Earth and Space Science A/B 🌱
 High School Earth and Space Science A/B 🌱
 Integrated Physics & Chemistry A/B
 Life Science A/B 🌱
 Physical Science A/B 🌱
 Physics A/B
 Science 6 A/B 🌱
 Science 7 A/B 🌱
 Science 8 A/B 🌱
 Texas Biology A/B ✓

Career and Technical Education

Accounting A/B
 Applied Medical Terminology A/B
 Audio Video Production 1 A/B
 Audio Video Production 2 A/B
 Audio Video Production 3 A/B
 Business Information Management A/B
 Career Explorations
 Certified Nurse Aide A/B
 Child Development & Parenting A/B
 CompTIA A+ 220-1001
 CompTIA A+ 220-1002
 CompTIA Network+ Certification (N10-007)
 Computer Programming 1 A/B
 Computing for College & Careers A/B
 Culinary Arts A/B
 Digital & Interactive Media A/B
 Drafting & Design A/B
 Electronic Communication Skills
 Entrepreneurship A/B
 Essential Career Skills
 Food Handler and Food Manager Certifications
 Foundations of Green Energy
 Game Development

Approvals and Alignments

NGSS Aligned 🌱
 State Approved ✓

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 800.447.5286
 info@edmentum.com

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 Suite 300, 8200 Tower
 Bloomington, MN 55437
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Course Catalog



Texas

Graphic Design & Illustration A/B
 Health Science 1 A/B
 Health Science 2 A/B
 International Business
 Introduction to Android Mobile App Development
 Introduction to Criminology
 Introduction to Cybersecurity
 Introduction to Finance
 Introduction to iOS Mobile App Development
 Marketing, Advertising, & Sales
 Principles of Agriculture, Food, & Natural Resources A/B
 Principles of Architecture and Construction
 Principles of Arts, Audio/Video Technology, & Communications A/B
 Principles of Business, Marketing, & Finance A/B
 Principles of Education & Training A/B
 Principles of Engineering & Technology A/B
 Principles of Government & Public Administration A/B
 Principles of Health Science A/B
 Principles of Hospitality & Tourism A/B
 Principles of Human Services A/B
 Principles of Information Technology A/B
 Principles of Law, Public Safety, Corrections, & Security A/B
 Principles of Manufacturing A/B
 Principles of Transportation, Distribution, & Logistics A/B
 Professional Communications
 Professional Photography A/B
 Robotics I A/B
 Sports & Entertainment Marketing
 Texas Accounting 1 A/B
 Texas Advanced Audio/Video Production A/B
 Texas Advanced Audio/Video Production C/D
 Texas Advertising
 Texas Audio Video Production 1 A/B
 Texas Business Information Management 1 A/B
 Texas Child Development
 Texas College and Career Readiness
 Texas Commercial Photography, Semester A/B
 Texas Computer Programming, Semester A/B
 Texas Computing for College and Careers A/B
 Texas Culinary Arts A/B
 Texas Digital and Interactive Media A/B

Texas Engineering Design and Presentation A/B
 Texas Entrepreneurship A/B
 Texas Essential Career Skills
 Texas Graphic Design and Illustration A/B
 Texas Health Science Theory A/B
 Texas Medical Terminology, Semester A/B
 Texas Money Matters
 Texas Principles of Agriculture, Food, and Natural Resources A/B
 Texas Principles of Applied Engineering A/B
 Texas Principles of Architecture, Semester A/B ✓
 Texas Principles of Arts, A/V Technology, and Communications A/B
 Texas Principles of Business, Marketing, and Finance A/B
 Texas Principles of Construction, Semester A/B ✓
 Texas Principles of Education and Training A/B
 Texas Principles of Government and Public Administration A/B
 Texas Principles of Health Science A/B
 Texas Principles of Hospitality and Tourism A/B
 Texas Principles of Human Services A/B
 Texas Principles of Information Technology, Semester A/B
 Texas Principles of Law, Public Safety, Corrections, and Security A/B
 Texas Principles of Manufacturing A/B
 Texas Principles of Transportation, Distribution, and Logistics A/B
 Texas Professional Communications
 Texas Sports and Entertainment Marketing
 Texas Touch System Data Entry
 Texas Web Technologies A/B
 Web Technologies A/B


Electives

Academic Success
 African American Studies
 Art History & Appreciation
 Artificial Intelligence
 Creative Writing
 Environmental Science A/B
 Gothic Literature
 Holocaust Studies
 Introduction to Anthropology
 Introduction to Archaeology
 Introduction to Astronomy
 Introduction to Fashion Design
 Introduction to Forensic Science
 Introduction to Marine Biology

Course Catalog



Texas

Introduction to Military Careers
 Introduction to Philosophy
 Introduction to Social Media
 Introduction to Veterinary Science
 Introduction to Visual Arts
 Introduction to World Religions
 Music Appreciation
 Mythology & Folklore
 Native American Studies: Contemporary Perspectives
 Native American Studies: Historical Perspectives
 Nutrition & Wellness
 Personal Finance
 Psychology A/B
 Revolutionary Ideas in Science
 Social Issues
 Sociology
 Structure of Writing
 Texas Dollars and Sense 
 Texas Lifetime Nutrition and Wellness
 Theater, Cinema & Film Production
 Women's Studies

World Languages

Advanced French A/B (EdOptions Academy Only)
 Advanced Spanish A/B (EdOptions Academy Only)
 Chinese 1 A/B (EdOptions Academy Only)
 Chinese 2 A/B (EdOptions Academy Only)
 French 1 A/B
 French 2 A/B
 French 3 A/B (EdOptions Academy Only)
 German 1 A/B
 German 2 A/B
 Latin 1 A/B (EdOptions Academy Only)
 Latin 2 A/B (EdOptions Academy Only)
 Spanish 1 A/B
 Spanish 2 A/B
 Spanish 3 A/B

Health and Fitness

Adaptive Physical Education
 Advanced Physical Education 1
 Advanced Physical Education 2
 Anatomy

Comprehensive Physical Education
 Credit Recovery Health
 Credit Recovery Physical Education 1
 Credit Recovery Physical Education 2
 Drugs & Alcohol
 Elementary Health 1 A/B
 Elementary Health 2 A/B
 Elementary Health 3 A/B
 Elementary Health 4 A/B
 Elementary Health 5 A/B
 Elementary Health Kindergarten A/B
 Elementary Physical Education 1 A/B
 Elementary Physical Education 2 A/B
 Elementary Physical Education 3 A/B
 Elementary Physical Education 4 A/B
 Elementary Physical Education 5 A/B
 Exercise Science
 Family & Consumer Science
 Family Living & Healthy Relationships
 First Aid & Safety
 Fitness Basics 1
 Fitness Basics 2
 Fitness Fundamentals 1
 Fitness Fundamentals 2
 Flexibility Training
 Group Sports
 Health & Personal Wellness
 Health Careers
 HOPE 1
 HOPE 2
 Individual Sports
 Intro to Coaching
 Intro to Group Sports 1
 Intro to Group Sports 2
 Intro to Individual Sports 1
 Intro to Individual Sports 2
 Intro to Nursing 1
 Intro to Nursing 2
 Life Skills
 Lifetime & Leisure Sports
 Medical Terminology
 Middle School Health

Course Catalog





Texas

Nutrition
Outdoor Sports
Personal Health & Fitness
Personal Training Career Prep
Personal Training Concepts
Physiology
Running
Sports Officiating
Strength Training
Walking Fitness

Health and PE

Health
Physical Education

College and Career Readiness

Accuplacer® Math
Accuplacer® Reading
Accuplacer® Sentence Skills
ACT® English
ACT® Mathematics
ACT® Reading
ACT® Science Reasoning
ACT® WORKKEYS
Advanced Biology A/B 
Advanced Calculus A/B
Advanced Chemistry A/B 
Advanced Computer Science A
Advanced English Lit & Comp A/B
Advanced U.S. History A/B
ASVAB Mathematics
ASVAB Technology & General Science, Part 1
ASVAB Technology & General Science, Part 2
ASVAB Word Knowledge & Paragraph Comprehension
HiSET® Preparation - Language Arts - Reading Part 1
HiSET® Preparation - Language Arts - Writing Part 1
HiSET® Preparation - Language Arts - Writing Part 2
HiSET® Preparation - Mathematics Part 1
HiSET® Preparation - Mathematics Part 2
HiSET® Preparation - Science Part 1
HiSET® Preparation - Science Part 2
HiSET® Preparation - Social Studies Part 1
HiSET® Preparation - Social Studies Part 2

HiSET® Preparation - Language Arts - Reading Part 2
National Career Readiness Certificate - Bronze Level
National Career Readiness Certificate - Gold Level
National Career Readiness Certificate - Silver Level
Preparation for the GED® Reading Language Arts (2014)
Preparation for the GED® Mathematics (2014)
Preparation for the GED® Science (2014)
Preparation for the GED® Social Studies (2014)
SAT Reading
SAT® I Language Arts
SAT® I Mathematics
TASC Preparation - Language-Arts Reading Part 1
TASC Preparation - Language-Arts Reading Part 2
TASC Preparation - Language-Arts Writing Part 1
TASC Preparation - Language-Arts Writing Part 2
TASC Preparation - Mathematics Part 1
TASC Preparation - Mathematics Part 2
TASC Preparation - Science Part 1
TASC Preparation - Science Part 2
TASC Preparation - Social Studies Part 1
TASC Preparation - Social Studies Part 2
Texas Success Initiative Assessment: Mathematics Part 1
Texas Success Initiative Assessment: Mathematics Part 2

Higher Ed & Career Readiness

Texas Success Initiative Assessment: Reading
Texas Success Initiative Assessment: Writing

Secondary Electives

Anthropology 1: Uncovering Human Mysteries
Anthropology 2: More Human Mysteries Uncovered
Archaeology: Detectives of the Past
Art in World Cultures
Astronomy: Exploring the Universe
Biotechnology: Unlocking Nature's Secrets
Careers in Criminal Justice
Cosmetology: Cutting Edge Styles
Criminology: Inside the Criminal Mind
Digital Photography 1: Creating Images with Impact
Digital Photography 2: Discovering Your Creative Potential
Early Childhood Education
Fashion & Interior Design
Forensic Science 1: Secrets of the Dead
Forensic Science 2: More Secrets of the Dead

Approvals and Alignments

NGSS Aligned 
State Approved 

edmentum.com
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info@edmentum.com

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Bloomington, MN 55437
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Course Catalog



Texas

Gothic Literature: Monster Stories
 Great Minds in Science: Ideas for a New Generation
 History of the Holocaust
 Hospitality & Tourism: Traveling the Globe
 Human Geography: Our Global Identity
 International Business: Global Commerce in the 21st Century
 Introduction to Agriscience
 Introduction to Culinary Arts
 Introduction to Manufacturing: Product Design & Innovation
 Introduction to Social Media: Our Connected World
 Law & Order: Introduction to Legal Studies
 Middle School Career Explorations
 Middle School Journalism
 Middle School Photography: Drawing with Light
 Music Appreciation: The Enjoyment of Listening
 Peer Counseling
 Personal & Family Finance
 Personal Psychology 1: The Road to Self-Discovery
 Personal Psychology 2: Living in a Complex World
 Philosophy: The Big Picture
 Principles of Public Service: To Serve & Protect
 Public Speaking
 Real World Parenting
 Social Problems 1: A World in Crisis
 Social Problems 2: Crisis, Conflicts & Challenges
 Sociology 1: The Study of Human Relationships
 Sociology 2: Your Social Life
 Sports & Entertainment Marketing
 Veterinary Science: The Care of Animals
 World Religions: Exploring Diversity

Higher Ed & Career Readiness

CASAS Competencies 0-4
 CASAS Competencies 5
 CASAS Competencies 6
 CASAS Competencies Adult Secondary Reading Skills
 CASAS Competencies Adult Secondary Writing Skills
 CASAS Competencies Basic Reading Skills
 CASAS Competencies Basic Writing Skills
 Developmental Math 1 - Pre-Algebra
 Developmental Math 2 - Beginning Algebra
 Developmental Math 4 - Advanced Algebra

HESI A2
 NRS Language L3
 NRS Language L4
 NRS Language L5
 NRS Language L6
 NRS Mathematics L1
 NRS Mathematics L2
 NRS Mathematics L3
 NRS Mathematics L5
 NRS Mathematics L6
 NRS Reading L2
 NRS Reading L3
 NRS Reading L4
 NRS Reading L5
 NRS Reading L6
 Praxis Core Academic Skills for Educators: Mathematics Part 1
 Praxis Core Academic Skills for Educators: Mathematics Part 2
 Praxis Core Academic Skills for Educators: Reading Part 1
 Praxis Core Academic Skills for Educators: Reading Part 2
 Praxis Core Academic Skills for Educators: Writing Part 1
 Praxis Core Academic Skills for Educators: Writing Part 2
 Praxis II: Biology: Content Knowledge
 Praxis II: Chemistry: Content Knowledge
 Praxis II: Citizenship & Social Science, Part 1
 Praxis II: Citizenship & Social Science, Part 2
 Praxis II: Elementary Education - Mathematics
 Praxis II: Elementary Education - Reading
 Praxis II: Elementary Education - Science
 Praxis II: Elementary Education - U.S. History
 Praxis II: Elementary Education - World History
 Praxis II: English Language Arts
 Praxis II: English Language, Literature & Composition
 Praxis II: General Science, Part 2
 Praxis II: Mathematics
 Praxis II: Mathematics Content Knowledge
 Praxis II: Science, Part 1
 Praxis II: Science, Part 2
 Praxis II: Social Studies Content Knowledge, Part 1
 Praxis II: Social Studies Content Knowledge, Part 2
 Praxis II: Social Studies Content Knowledge, Part 3
 Praxis II: World & U.S. History
 TABE® Language Level A



Course Catalog



Texas

TABE® Language Level D
TABE® Language Level E
TABE® Language Level L
TABE® Language Level M
TABE® Mathematics Level A, Part 1
TABE® Mathematics Level A, Part 2
TABE® Mathematics Level D
TABE® Mathematics Level E
TABE® Mathematics Level M
TABE® Reading Level A
TABE® Reading Level D
TABE® Reading Level E
TABE® Reading Level L
TABE® Reading Level M
TEAS English
TEAS Math
TEAS Reading
TEAS Science
Texas Success Initiative Assessment: Reading
Texas Success Initiative Assessment: Writing

Approvals and Alignments

NGSS Aligned 
State Approved 

edmentum.com
800.447.5286
info@edmentum.com

5600 W 83rd Street
Suite 300, 8200 Tower
Bloomington, MN 55437
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Tab 6 – Additional Required Documents

Enclosed please find the following:

- Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
- Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
- Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
- Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
- Solicitation Number 19-19 Addendum No. 1
 - Doc #3 – Certificate of Interested parties
 - Doc #5 – Special Conditions
 - Doc #6 – Questionnaire
 - Receipt of Addendum No. 1 Acknowledgement
- Solicitation Number 19-19 Addendum No. 2
 - Receipt of Addendum No. 2 Acknowledgement
- Solicitation Number 19-19 Addendum No. 3
 - Receipt of Addendum No. 3 Acknowledgement
- Dunn & Bradstreet Report
- Edmentum Standard Order Form

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

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

OPEN RECORDS POLICY

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

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

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

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

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

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential 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.)

11/14/19
Date


Authorized Signature & Title CFO

Tab 3

Page 55, answer xii – Majority Owner information. Edmentum is a private corporation and ownership information is proprietary and confidential in nature.

Page 85 – Ownership Disclosure Form, Stockholder information. Edmentum is a private corporation and ownership information is proprietary and confidential in nature.

Page 94 – Stockholder Disclosure Certification. Edmentum is a private corporation and ownership information is proprietary and confidential in nature.

Page 101, answer D – This section contains financial earnings of our private corporation over the last 3 years, which is proprietary and confidential in nature, would not customarily be released to the public, and could cause substantial harm to our competitive position if our competitors obtained access to it.

Page 106, answer J - This section information regarding a past recapitalization, which is proprietary and confidential in nature, would not customarily be released to the public, and could cause substantial harm to our competitive position if our competitors obtained access to it.

Pages 116-117, answers G & H – Contact information of Edmentum employees. This response includes confidential information of our employees and agents which if disclosed to a competitor enables the competitor to try to solicit the individual to our detriment which is anti-competitive as we spend considerable funds through recruiting, compensating third party search firms and other methods to obtain potential personnel contact and resume information. Disclosure of this information would likely violate one or more state or federal laws, including those designed to protect personal privacy.

Pages 119-120, answer L – This answer contains detailed information regarding our payment processing capabilities which would not customarily be released to the public and contains direct contact information for Edmentum employees.

Page 120, answer M – This answer contains the sales figures that Edmentum will guarantee as a part of this agreement. This information is proprietary and confidential in nature, would not customarily be released to the public, and could cause substantial harm to our competitive position if our competitors obtained access to it.

Tab 4

Page 124, answer iv – Contact and resume information of Edmentum employees. This response includes confidential information of our employees and agents which if disclosed to a competitor enables the competitor to try to solicit the individual to our detriment which is anti-competitive as we spend considerable funds through recruiting, compensating third party search firms and other methods to obtain potential personnel contact and resume information. Disclosure of this information would likely violate one or more state or federal laws, including those designed to protect personal privacy.

Pages 127 – 132, References – These pages contain sensitive information for several Edmentum customers, including direct contact information for their employees and purchase volume. Edmentum would not publicly release information about our customers without their express and direct consent.

Tab 6

Page 147 – Certificate of Interested Parties – This form contains the date of birth of an Edmentum employee; disclosure of this information could adversely impact that individual and may violate one or more state or federal laws designed to protect personal privacy.

Pages 174 - 177 – Dun & Bradstreet Report - This section contains detailed information on the financial status of our private corporation, which is proprietary and confidential in nature, would not customarily be released to the public, and could cause substantial harm to our competitive position if our competitors obtained access to it.

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

Edmentum, Inc.

Contact


Signature

5600 W 83rd Street

Eric Doan

Printed Name

Address

Suite 300 - 8200 Tower

Chief Financial Officer

Position with Company

Bloomington, MN 55437

**Official
Authorizing
Proposal**


Signature

Eric Doan

Printed Name

Phone

800-447-5286

Chief Financial Officer

Position with Company

Fax

877-519-9555

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

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

Last Revision: June 9, 2019

Texas Government Code 2270 Verification Form

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

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

I, Eric Doan, as an authorized representative
of

Edmentum, Inc., a contractor engaged
by

Insert Name of Company

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

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

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

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



Signature of Named Authorized Company Representative

11/14/19

Date



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-19

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

Educational Software Solutions and Services

SUBMITTAL DEADLINE: Thursday, November 19, 2019, 10:00 AM CT

This Addendum No. 1 amends the Request for Proposals (RFP) for Educational Software Solutions and Services 19-19 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

1. Update/Add the following documents in Appendix C: Additional Required Documents

- Doc # 3 Certificate of Interested Parties
- DOC #5 Special Conditions
- DOC #6 Questionnaire
- DOC #7 For applicable construction/reconstruction/renovation and related services, a bid Guarantee is required 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 Texas and authorize to underwrite bonds in the amount of the bid bond.

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

Starting on January 1, 2016, the commission made 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. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

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

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Edmentum, Inc.
Bloomington, MN United States

Certificate Number:
2019-554628

Date Filed:
10/23/2019

Date Acknowledged:

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

Region 4 Education Service Center ("ESC")

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-19
Educational Software Solutions and Services

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


5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Eric Doan, and my date of birth is 01/12/79.

My address is 5600 W 83rd St, Suite 300 - 8200 Tower, Bloomington, MN, 55437, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hennepin County, State of Minnesota, on the 14th day of November, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

SPECIAL CONDITIONS

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

Conflicts of Interest

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

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

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

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

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

Bid Guarantee

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

Prevailing Wage Requirements

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

Alternative Pricing for Federal Funding

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

Federal Requirements

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

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

1. Termination for Convenience:

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

2. Equal Employment Opportunity:

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

- (1) Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- (2) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- (3) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- (4) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (5) In contracts subject to the Davis-Bacon Act, the contracts must also include a

provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

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

"Compliance with the Copeland "Anti-Kickback" Act.

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

5. Contract Work Hours and Safety Standards Act.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- (3) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- (4) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or

under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

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

- (2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - (3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

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

“Clean Air Act

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

Federal Water Pollution Control Act

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

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

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

8. Debarment and Suspension.

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

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

“Suspension and Debarment

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

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Edmentum, 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

Eric Doan, Chief Financial Officer

Name and Title of Contractor's Authorized Official

11/14/19

Date

10. Procurement of Recovered Materials.

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

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

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

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

11. Additional FEMA Requirements.

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

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

c. Access to Records.

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

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

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

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

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

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

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

12. DHS Seal, Logo, and Flags.

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

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

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

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

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

14. No Obligation by Federal Government.

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

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

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

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

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

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


Offeror's Name: Edmentum, Inc.

Address, City, State, and Zip Code:
2425 North Central Expressway, Suite 1000, Richardson, TX 75080-2748

Phone Number: 800.447.5286 Fax Number: 877.519.9555

Printed Name and Title of Authorized
Representative: Eric Doan, Chief Financial Officer

Email Address: info@edmentum.com



Signature of Authorized Representative

Date: 11/14/19

QUESTIONNAIRE

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

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☒Yes ☐No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.) [See attached.](#)

2. Diverse Vendor Certification Participation

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE ☐Yes ☒No

List certifying agency: _____

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

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

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB ☐Yes ☒No

List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone ☐Yes ☒No

List certifying agency: _____

e. Other

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

List certifying agency: _____

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

Edmentum is the sole source provider of our products and services. We do not utilize subcontractors for our main offerings, SBE/WBE/VSBE or otherwise. When considering the topic of subcontractors, including subcontractors for supplier diversity purposes (MWBE requirements, Supplier Diversity Plans, etc.), student data security is always a concern as Edmentum partners with K-Adult education institutions. Student data security is the highest priority, and we adhere to strict data protection policies. As such, subcontractors are not provided access and, therefore, cannot partner on our core offerings. Please see our terms for our data security best practices and policies:

- Privacy Policy: www.edmentum.com/privacy
- Standard Purchase and License Terms: www.edmentum.com/terms

Although Edmentum is the sole source provider of our products, we have successfully developed and sustained partnerships with other industry leaders, including SBE/WBE/VSBE education partners, to implement high-quality solutions for our customers. As many of our partnerships are proprietary, we would be happy to provide SBE/WBE/WBE partner information in a closed session upon request with partner approval. We offer two examples of our diverse public partnerships for your consideration:

- Smart Horizons Career Online Education (SHCOE) is described by North American Industry Classification System (NAICS) Code 611110 – Elementary and Secondary Schools. The size standard for this NAICS code is \$11,000,000, which classifies Darwin Global (SHCOE's parent company) as a small business under the Small Business Administration's standards as stated in Title 13 Part 121 of the Electronic Code of Federal Regulations (eCFR).
- Maestro, the Academy's Student Information System (SIS), is owned by BocaVox, which is WBENC certified (Women's Business Enterprise National Council). BocaVox is a majority woman-owned business and has been a proud member of WBENC since 2007.

We are happy to provide applicable certification for your review upon request. The most updated public information on our partnerships can be found at www.edmentum.com/about/partnerships-and-integrations.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name Edmentum, Inc.

Contact Person Eric Doan, Chief Financial Officer

Signature 

Date 11/14/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 19-19

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for
Educational Software Solutions and Services

SUBMITTAL DEADLINE: Tuesday, November 19, 2019, 10:00 AM CT

This Addendum No. 2 amends the Request for Proposals (RFP) for Educational Software Solutions and Services 19-19 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

- Clarify the submission deadline as follows:
 - Tuesday, November 19, 2019 @ 10:00 AM CT
- Remove bullet point referencing Doc # 7 in Addendum No. 1

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

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

Company Name Edmentum, Inc.

Contact Person Eric Doan, Chief Financial Officer

Signature 

Date 11/14/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 19-19

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)
for

Software Solutions and Services

SUBMITTAL DEADLINE: Tuesday, November 26, 2019, 10:00 AM CT

This Addendum No. 3 amends the Request for Proposals (RFP) for Educational Software Solutions and Services 19-19 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 3 is hereby issued to extend the submittal deadline as follows:

As indicated above the Submittal Deadline is hereby changed from Tuesday, November 19, 2019 to **Tuesday, November 26, 2019. Time remains at 10:00 AM CT**

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

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

Company Name Edmentum, Inc.

Contact Person Eric Doan, Chief Financial Officer

Signature 

Date 11/15/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL



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Revision:
Order Form Expiration Date:

ORDER FORM

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To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

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Customer Name:
Billing Address:

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Standard Order Form Subtotal:				

Subtotal:
Estimated Tax:
Total US Funds:

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

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You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

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