

**Region 4 Education Service Center (ESC)**

**Contract # R220301**

*for*

Feedback and Customer Services Solutions for Schools

*with*

**K12 Insight LLC**

Effective: January 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and K12 Insight LLC effective January 1, 2022:

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

**APPENDIX A**

**CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 202X by and between K12 Insight LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Feedback and Customer Service Solutions for Schools ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R220301 for Feedback and Customer Services Solutions for Schools ("RFP"), 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 term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. 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' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

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

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

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

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

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) 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.
- 20) 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.
- 21) 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.
- 22) 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.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) 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.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) 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.
- 29) 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.
- 30) 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.
- 31) 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.
- 32) 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.
- 33) 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 . K12 Insight LLC  
Address . 2291 Wood Oak Drive, #300  
City/State/Zip . Herndon, VA 20171  
Telephone No. . 703 542-9600  
Email Address . adean@k12insight.com  
Printed Name . Adam Dean  
Title . *VP of Finance*

Authorized signature \_\_\_\_\_

**Accepted by Region 4 ESC:**

Contract No. R220301

Initial Contract Term 01/01/2022 to 12/31/2024

*Margaret S. Bass*

Region 4 ESC Authorized Board Member

Margaret S. Bass

Print Name

10/26/2021

Date

*Linda F. Tinnerman*

Region 4 ESC Authorized Board Member

Linda F. Tinnerman

Print Name

10/26/2021

Date





*K12 Insight*  
2291 Wood Oak Drive  
Suite 300  
Herndon, VA 20171

Tel: 703-542-9600  
Fax: 703-935-1403  
info@k12insight.com

Fed Tax ID: 48-1270227

**FREE OF PROPRIETARY INFORMATION – TO BE POSTED**

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August 17, 2021

Region 4 Education Service Center  
Crystal Wallace  
7145 West Tidwell Road  
Houston, TX 77092

Dear Ms. Wallace,

Thank you for the opportunity to respond to Solicitation No. 22-03: Feedback and Customer Service Solutions for Schools. We are confident you and the review committee will find our products and services — Let's Talk!, Engage, Managed Research and Professional Development — to be the comprehensive customer service and community engagement solutions school districts need.

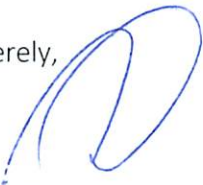
Leading schools and improving public education requires listening to and learning from all stakeholders. At K12 *Insight*, we partner with school districts to turn everyday interactions into exceptional customer service experiences using surveys and research, a powerful customer experience platform and chatbot, and professional development.

Collecting feedback and providing exemplary customer service are key to addressing the issues school districts face every day — including social media misinformation, competitive market forces, greater stakeholder engagement and calls for transparency. Our products and services help superintendents and school leaders lead by listening, which builds trust in their communities, promotes family and community engagement, and fosters a positive district culture and school climate.

The landscape of public education, technology, communications and social media have changed dramatically in recent years and K12 *Insight* remains at the forefront — understanding the impacts on district leaders and providing the latest expertise, research and innovative solutions to help school districts embrace and overcome the challenges ahead. We take great pride in serving hundreds of public school districts nationwide.

The path to open feedback and stakeholder engagement is through authentic communication and K12 *Insight* gives school leaders the tools, training and data to instill a customer service-conscious culture in their schools and we appreciate the opportunity to continue to work with Region 4 Education Service Center and OMNIA Partners.

Sincerely,



Adam Dean

*As VP of Finance, I am authorized by the organization to contractually obligate the organization. Should you have any questions or comments about this proposal, please contact me at (o) 703-542-9564 - (f) 703-935-1403 - [billing@k12insight.com](mailto:billing@k12insight.com)*

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

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## **COMPANY**

### **A. Brief history and description of Supplier to include experience providing similar products and services.**

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

The K12 *Insight* approach to building stakeholder engagement has been developed in partnership with client school districts and the leading national professional organizations of school boards and superintendents. Our technology-driven approach centers on enabling school systems to invite and respond to continuous feedback, punctuated by information-rich surveys that help inform critical decision-making and improve school culture and climate.

As the online communications landscape rapidly evolves, K12 *Insight* remains at its forefront. We provide leaders with innovative technology tools and strategic expertise to help them manage today's school districts and anticipate tomorrow's challenges.

Using our suite of products and services — Let's Talk!, Engage, Managed Research and Professional Development — we have partnered with school districts to administer thousands of surveys and helped facilitate hundreds of thousands of conversations between districts and their stakeholders. We've also helped school districts build a solid foundation for success — for their students, their schools and their communities through professional development, training and consultation.

### **B. Total number and location of salespersons employed by Supplier.**

[COMPANY CONFIDENTIAL – REDATED]

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

K12 *Insight* has one support center at the corporate headquarters:  
2291 Wood Oak Dr., Suite 300  
Herndon, VA 20171

**D. Annual sales for the three previous fiscal years.**

[COMPANY CONFIDENTIAL – REDATED]

**a. Submit FEIN and Dunn & Bradstreet report.**

FEIN: 46-4378710

Dun & Bradstreet (D&B) number: 12-856-7398

**E. Describe any green or environmental initiatives or policies.**

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

**F. 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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.**

K12 *Insight* does not have a diversity program with specific ties to pricing, alliances or certifications however our diversity policy is below:

Zarca Interactive, Inc., and its entities and subsidiaries (collectively, the “Company”) is committed to cultivating and preserving a culture of diversity and inclusion. Our human capital is our most valuable asset. The collective sum of individual differences, life experiences, knowledge, innovation, self-expression and talent that our employees invest in their work represents a significant part of not only our culture, but of our company’s reputation and achievement.

We embrace and encourage our employees’ differences in age, color, gender, ethnicity, language, national origin, political affiliation, religion, sexual orientation, family or marital status, gender identity or expression, physical and mental ability, socio-economic status, veteran status and other characteristics that make each employee unique.

The Company’s diversity initiatives are applicable — but not limited to — our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of diversity equity that encourages and enforces:

- respectful communication and cooperation between all employees



- teamwork and employee participation, permitting the representation of all groups and employee perspectives
- work/life balance through flexible work schedules to accommodate employees' varying needs
- employer and employee contributions to the communities we serve to promote a greater understanding of, and respect for diversity

All employees of the Company have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the office site, and at all company-sponsored and participative events. Any employee found to have exhibited inappropriate conduct or behavior against another individual may be subject to disciplinary action.

**G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:**

K12 *Insight* is not classified as a Minority Women Business Enterprise, SBE, DBE or HUB.

**H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.**

K12 *Insight* does not use subcontractors or affiliates.

**I. Describe how supplier differentiates itself from its competitors.**

K12 *Insight* offers the only comprehensive solution for educational institutions to listen to their school community and provide better experiences for parents, students, teachers and staff.

Education leaders are facing growing scrutiny, accountability measures and viral social media debates related to day-to-day operations and long-term planning. Districts publish strategic plans and mission and vision statements that commit to providing a high-quality two-way community conversation, however little is often done to create tangible programs to address this vital commitment. This leads to misinformation and stakeholders building their own narratives, which are often amplified through social media and word-of-mouth.

With these challenges come a growing sense of urgency to listen to, engage and understand stakeholders. School districts understand the critical importance of providing opportunities to engage stakeholders, however districts often lack the practical know-how and operational efficiencies to effectively create and launch a customer engagement strategy.

As true partners, K12 *Insight* helps superintendents and school leaders lead by listening, which builds trust in their communities, promotes family and community engagement, and fosters a

positive district culture and school climate. The challenges related to K-12 school district stakeholder engagement have grown so rapidly that there are no comparable solutions in the marketplace.

Our team works as an extension to school district departments and our nimble culture allows us to incorporate our constant learning into our products and services, which we have demonstrated numerous times and to which our clients can attest.

Our expertise and experience in delivering a combination of technology, communication, and research products and services provides our clients with the essential knowledge and skills they need to address their core mission — serving the students and families in their communities. And providing every constituent in a school community with high-quality customer service creates a renewed faith and trust in public schools.

As a foundational partner and innovative thought leader in the education technology industry, K12 *Insight* continually exceeds our clients' expectations with a reputation for cutting-edge customer service and survey technologies, customized implementation and deployment expertise, impeccable project management and reliable service.

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

K12 *Insight* has not been involved in any of these activities.

**K. Felony Conviction Notice**

K12 *Insight* is not owned or operated by anyone who has been convicted of a felony

**L. Describe any debarment or suspension actions taken against supplier**

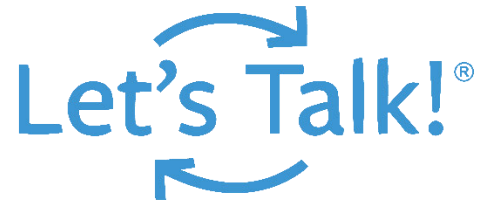
K12 *Insight* has never had debarment or suspension actions taken against them.

## **DISTRIBUTION, LOGISTICS**

**A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.**

K12 *Insight's* line of products and services include:

- Let's Talk! (p. 7)
- Managed Research (p. 22)
- Professional Development (p. 28)
- Engage (p. 30)



## **Overview**

K12 *Insight's* Let's Talk! solution shifts the communication paradigm from one-way information sharing to a two-way dialogue.

With a focus on creating exceptional customer experiences through effective service management, Let's Talk! helps school districts manage questions, comments, compliments, suggestions and concerns about any topic.

The online Let's Talk! platform can be accessed anytime, from any device, allowing stakeholders to offer input when it's convenient for them and rate the school system's responsiveness. The user interface routes and tracks all dialogues so customer inquiries receive timely and meaningful responses. A K12 *Insight* customer success team works with district leadership to understand pressing needs and devise the best fit implementation plan.

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

1. **Omnichannel Customer Support System:**  
One place to manage all inbound and outbound communications.
2. **Service Management Process:**  
A unified method for conducting and managing community feedback across the district.
3. **Actionable Data:**  
Dashboards and alerts that help leadership team drive action based on broad community feedback.
4. **Professional Development:**  
Comprehensive training and development for the district Let's Talk! team at every phase of implementation.

In school districts nationwide, communication is often channeled through school buildings and departments, and is rarely centralized or tracked at the district level. As a result, information becomes "siloes." Communication is one-way — outbound — and questions and concerns are dealt with on an individual, ad hoc, reactionary basis. This often leads to stakeholders taking

their concerns and complains to other communication channels, such as social media.

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

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

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

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

1. Public education has a systems problem, not a people problem. Public schooling has evolved into inflexible systems focused more on processes and procedures and less on teaching and learning. Active listening and sharing can combat this, shifting the focus to serving the customers of public education — the students.
2. The system will not change without changing the culture in and throughout the school district and community. As Vollmer says, "Everything that goes on inside a school is tied to local attitudes, values, traditions and beliefs."

At K12 *Insight*, we believe establishing a positive culture and developing common values are only the first steps to creating an effective and trustworthy school district. Once defined, the culture must be maintained, with the complex nuances of a district's ever-changing environment providing ongoing opportunities to meet the community's diverse priorities.

### **Let's Talk! Approach and Methodology: A phased approach**

Adopting a comprehensive, turnkey feedback and customer service management system requires a thoughtful and well-planned implementation. Our experience suggests an intentional approach to change management is the best way to adopt a system-wide technology solution.

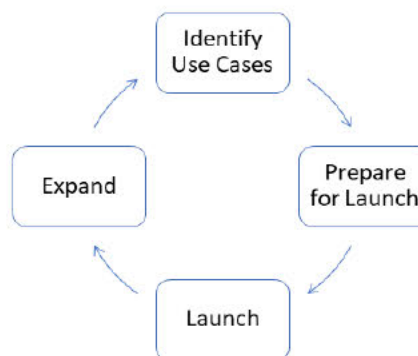
Our team will walk alongside your Let’s Talk! champions to devise a strategy that integrates the solution into the culture of the school district. Throughout the process, we will provide all involved staff with adequate, timely, ongoing professional development and training. We have extensive experience identifying what works and how to overcome obstacles when deploying a customer care management system.

K12 *Insight* recommends a phased Let’s Talk! implementation to support high-fidelity adoption.

Every Let’s Talk! implementation boils down to five keys to success:

1. The **topics** your community wants and needs to engage with you about.
2. The **teams** of staff who answer questions, address concerns and listen to your community.
3. The **access points** that serve as the entry point into Let’s Talk! for your customers.
4. A **clear communications plan** to communicate the “why” of Let’s Talk! To staff.
5. The **promotion strategies** you use to tell your community about Let’s Talk!

Part of this phased approach ensures the right staff members are involved with the right data at every stage of the process to ensure these five components — or keys to success — are achieved at each phase. In every implementation approach, the process is cyclical.



Depending on the size, complexity and immediate needs of a school district, we may recommend one of the following variations on the phased approach:

Let’s Talk! Implementation Approaches		
<p><b>Classic</b> Starting with Central Office departments and topics before rolling out to school sites.</p>	<p><b>Best for:</b></p> <ul style="list-style-type: none"> <li>● Districts with 50,000 students or less</li> <li>● Districts where many different departments and school leaders have identified opportunities to improve customer experiences</li> </ul>	<p><b>Benefits:</b></p> <ul style="list-style-type: none"> <li>● Builds buy-in from the top, down</li> <li>● Makes training of staff manageable</li> <li>● New phases can align with key events in the district calendar</li> </ul>

<p><b>All-at-Once</b> All Central Office departments and school sites launch at once</p>	<p><b>Best for:</b></p> <ul style="list-style-type: none"> <li>● Districts with less than 12,000 students</li> <li>● Districts where many different departments and school leaders have identified opportunities to improve customer experiences</li> </ul>	<p><b>Benefits:</b></p> <ul style="list-style-type: none"> <li>● Helps to accelerate a culture shift, with all teams using the same tool to achieve common goals</li> <li>● Allows for a quick transition from other communication tools to Let's Talk!, avoiding duplication of efforts</li> <li>● Ensures your entire district immediately benefits from the collaboration power of Let's Talk!</li> </ul>
<p><b>Model, then Expand</b> Starting with one model department or a few key model departments and slowly expanding to other departments and schools</p>	<p><b>Best for:</b></p> <ul style="list-style-type: none"> <li>● Districts with more than 50,000 students</li> <li>● Districts where one department has an urgent, long-term need that can be met by Let's Talk!, and other departments also see how the tool can meet their long-term needs</li> <li>● In the model department, intra-team communication is more prevalent than inter-team communication</li> </ul>	<p><b>Benefits:</b></p> <ul style="list-style-type: none"> <li>● The pace of the implementation is driven by the department with the most urgent need</li> <li>● The model department helps to troubleshoot district-specific challenges and define the process for rollout to other departments</li> <li>● Promotes a division of labor for account setup</li> </ul>

Phase One

In the first phase, system administrators are identified and trained on account set-up and maintenance. This includes adding topics and users, and customizing messages and appearance, among other options.

The main topics will often be trending topics in the district and the main central office

departments. The general users trained at this stage are the department heads and key staff members in the identified departments, as well as personnel associated with the trending topics.

In this phase, Let's Talk! will be accessible on the district website in multiple ways, including a customized button, a pop-out tab and existing "Contact Us" pages and links. In the platform, additional community-appropriate channels will be enabled, such as text messaging and phone calls.

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

### Phase Two

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

To decide on what topics to add, a data review workshop with the K12 *Insight* team will help district champions understand what the Let's Talk! data tells them about expansion opportunities.

If not launched with the initial phase, this is a great time to introduce the Let's Talk! Assistant to help manage frequently asked questions and to save staff time.

Promotional materials should be aligned with ongoing events and should target community members via the methods they tend to use most often to submit their inquiries.

### Phase Three

The most significant addition at this stage are school sites. We recommend starting with early adopter schools before expanding to all schools in Phase Four.

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

Once school staff members are trained, Let's Talk! links on school sites can direct community members to school-specific forms rather than the district's landing page. Central office



departments also can include their own Let's Talk! forms rather than other contact forms or email addresses on their department pages. Email-to-dialogue may be used to incorporate even more content into the Let's Talk! dashboard.

At this stage, promotion should continue for central office departments and topics, and expand to the early adopter school sites.

### Phase Four

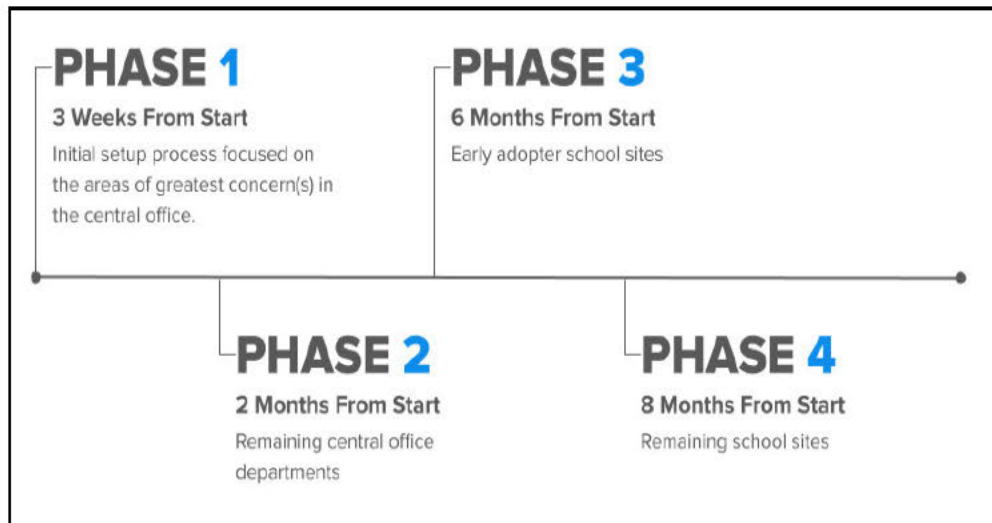
In the final phase, all remaining school sites should be onboarding. The same considerations for training and change management that were considered in Phase Three should be considered during Phase Four.

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

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

The assigned K12 *Insight* customer success team will map out a customized multi-phase plan to deploy, train and support a successful customer care management system for school districts.

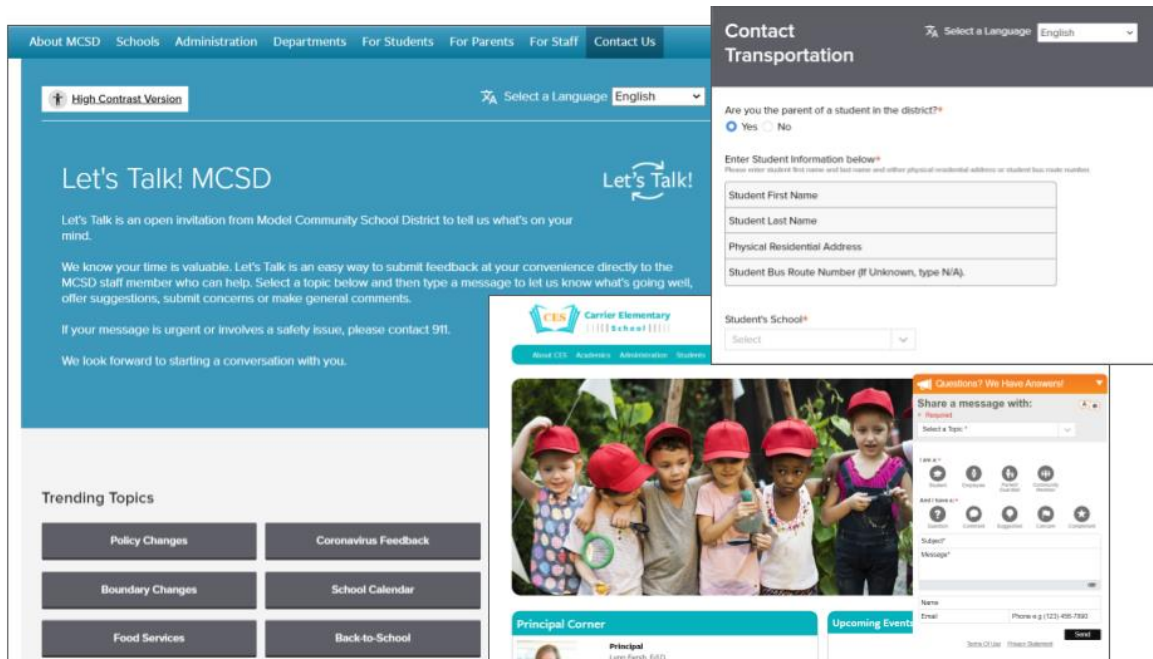
### *Example Classic Timeline:*



## Let's Talk! Features and Capabilities

Customer access is a critical component of Let's Talk! and the product offers key features that support district efforts to provide customer support access for all stakeholders. Let's Talk! is accessible on any device, mobile-responsive and supported on all common browsers and provides omni-channel customer support, handling customer inquiries from a variety of channels including:

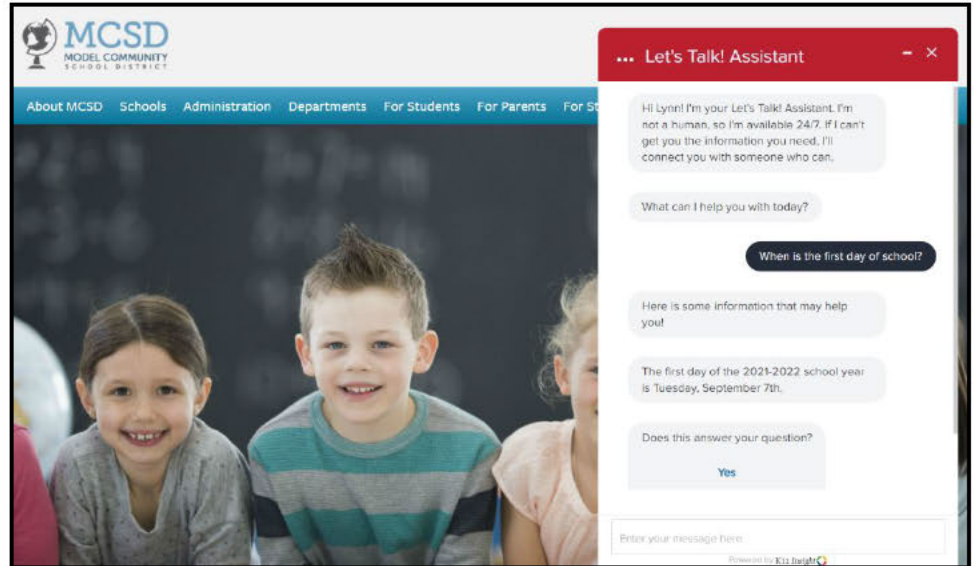
- Online forms, including forms with custom fields
- Text/SMS messages
- Phone calls
- Mobile app
- Chatbot
- Live chat



## Let's Talk! Assistant

Let's Talk! Assistant —the first chatbot built specifically for K-12 school districts — helps school leaders provide always-on customer service, create internal efficiencies and improve the customer experience.

Powered by Google Dialogflow, the Let's Talk! Assistant uses Artificial Intelligence (AI) and Natural Language Processing (NLP) to provide on-demand answers to frequently asked questions and connects customers with additional support options as needed, such as submitting an inquiry or chatting with a live agent.



The FAQs created for the Let's Talk! Assistant can also be embedded on websites, providing a searchable full view of the knowledge base.

Let's Talk! Assistant's new Spanish feature helps school districts provide equitable customer service to Spanish-speaking families.

### Multilingual customer support

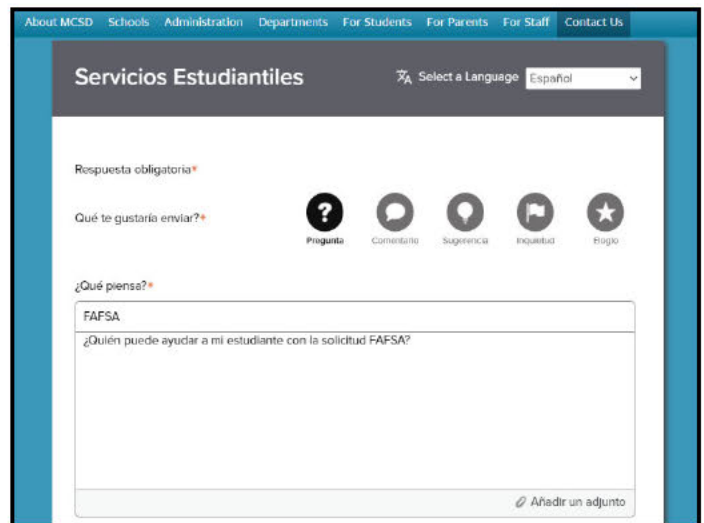
Powered by Bing, Let's Talk! offers multilingual support to allow customers to access online forms in their preferred languages.

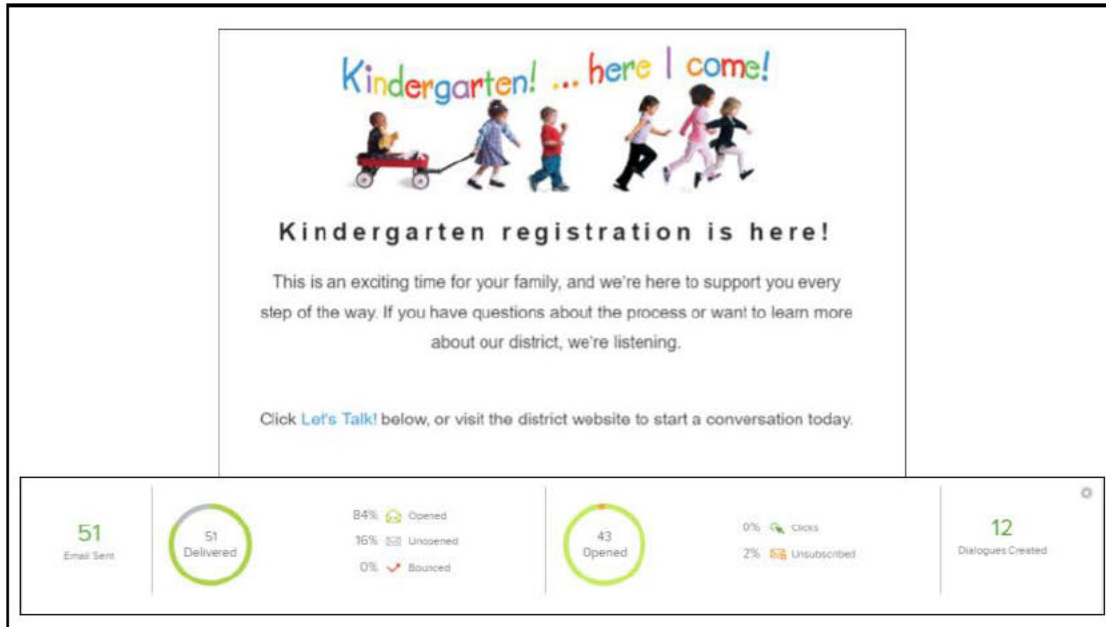
Districts can translate incoming inquiries from enabled languages into English, as well as any written response from English to the language of the customer's preferred language.

### Campaign Manager

Districts can use campaign manager to send email campaigns to a list of customers and track their feedback in Let's Talk!

K12 *Insight* offers a broad collection of templates or users can create their own.

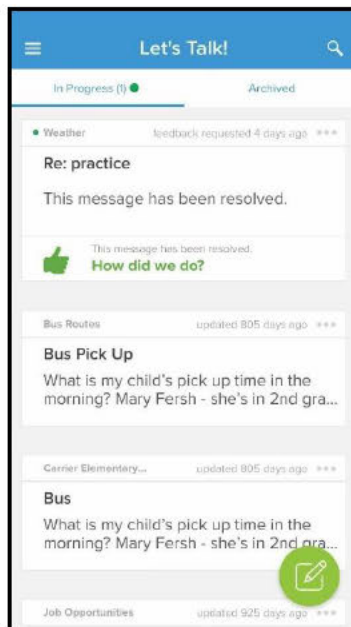




### Customer Mobile App

Available in Apple's App Store and Google Play, the Let's Talk! customer app is available for all district customers.

The app allows stakeholders — such as parents and teachers — to submit requests or access requests previously submitted.



## User Management

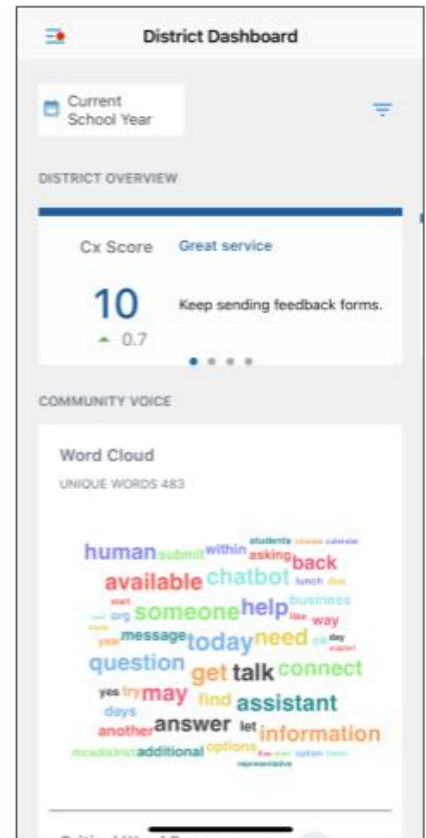
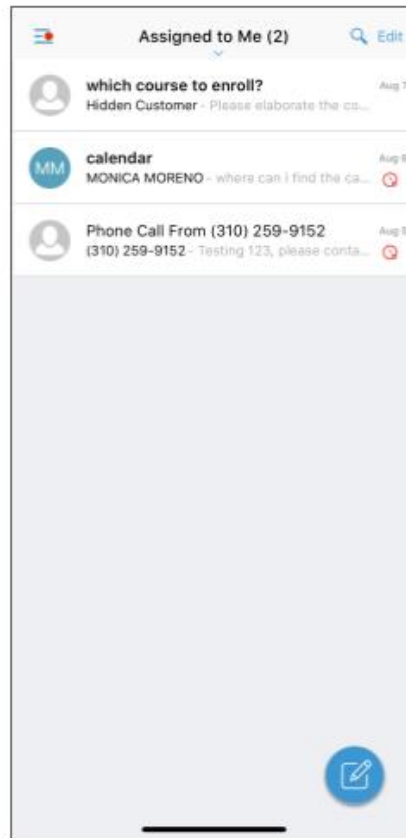
The team of users who set up and manage your Let's Talk! system, monitor data and respond to inquiries are key to the success of Let's Talk! Below, we have outlined the features that help each user be successful in their role.

### *User Permissions*

System and Team permissions ensure the right users have access to the inquiries and information that matter to them.

Permissions include:

- System Administrator
- Category Administrator
- Global User
- Team Owner
- Team Member
- Recorder



### *Notifications*

Enable customizable alerts to ensure users know when they need to take action in Let's Talk! Users can be alerted via email, mobile app, in-platform or via browser-based notifications.

### *Admin Mobile App*

Available in Apple's App Store and Google Play, the Let's Talk! admin app allows district users to receive, review and respond to requests, and view data on the go.

### *Training Support*

In addition to live trainings conducted by the K12 *Insight* customer success team, users have access to on-demand trainings and a robust library of how-to articles and videos housed in the Let's Talk! Learning Center. Additionally, all users have access to the K12 *Insight* customer support team, available to answer questions from 8 a.m. to 8 p.m. during weekdays.

## Service Management

Critical to the success of Let's Talk! are the tools that make managing customer inquiries easy. Features like automatic routing, activity timelines and workflow automations help districts set service standards and deliver on them.

### *Automatic Routing*

The Let's Talk! platform automatically routes customer inquiries to the appropriate team based on the topic of the inquiry. Topics are completely customizable by district.

### *Inquiry Management*

Let's Talk! provides numerous tools to assist with customer inquiry management including:

- Email/text replies via original responses or response templates
- Internal comments for notes and collaboration via user mentions
- Splitting inquiries to be handled by multiple teams
- Merging inquiries by the same customer on the same topic
- One-click reassignment of inquiries to other users or team
- Customer profiles to understand interaction history

### *Response Templates*

Let's Talk! allows users to create standard responses to reply to frequently asked questions. Response templates keep messaging consistent while saving staff time.

**Edit Registration Requirements**

Template Name Visible to Let's Talk! users only

Registration Requirements

Message Body

Hi [[Customer's Name]],

Thank you for reaching out! We will need the following information in order to process your child's registration:

(1) Proof of residency in Model County, (2) child's birth certificate, (3) parent's government issued identification, (4) child's health information, and (4) child's immunizations.

Share Settings

Shared with Interest Areas

16 to 21 year old Transition/ BRIDG... x

2017-2018 Salary Letter Inquiri... x

Cancel Save Template

### Customer Experience Feedback Forms

At the close of every interaction, Let's Talk! sends a customer experience feedback form to collect feedback.

### Workflow Automation

Set up automations for repeat tasks to save time and enhance the customer experience by defining triggers for a set of actions.

Common workflows include:

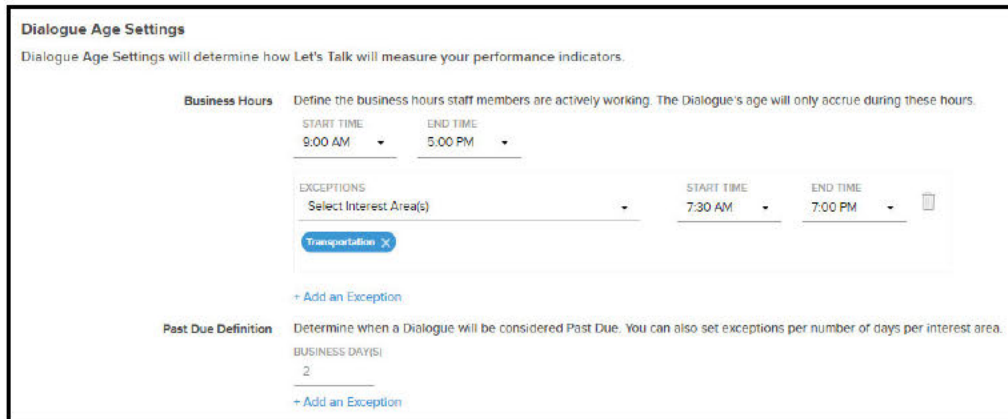
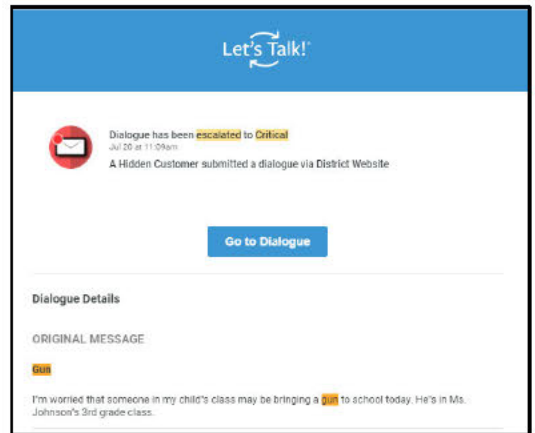
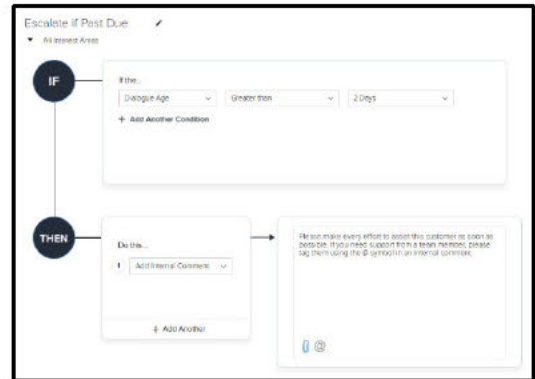
- Time-based escalations to supervisors
- Automatic reassignment based on keywords
- Following up with customers who report a negative experience

### Critical Issue Alerts

Use our three critical alert libraries (Safety and Well-being, Non-responsiveness, and School Choice) or create your own to be alerted when an inquiry needs immediate attention. Benefit from knowing you'll only be alerted after a review by our team of human reviewers, standing by 24/7/365.

### Service-Level Agreements

Set response time expectations for your users, and Let's Talk! does the rest — reminding users when they have open inquiries that exceed your expectations. Additional features allow you manage expectations during time away from the office using personal and account-wide out-of-office.



## Analysis and Reporting

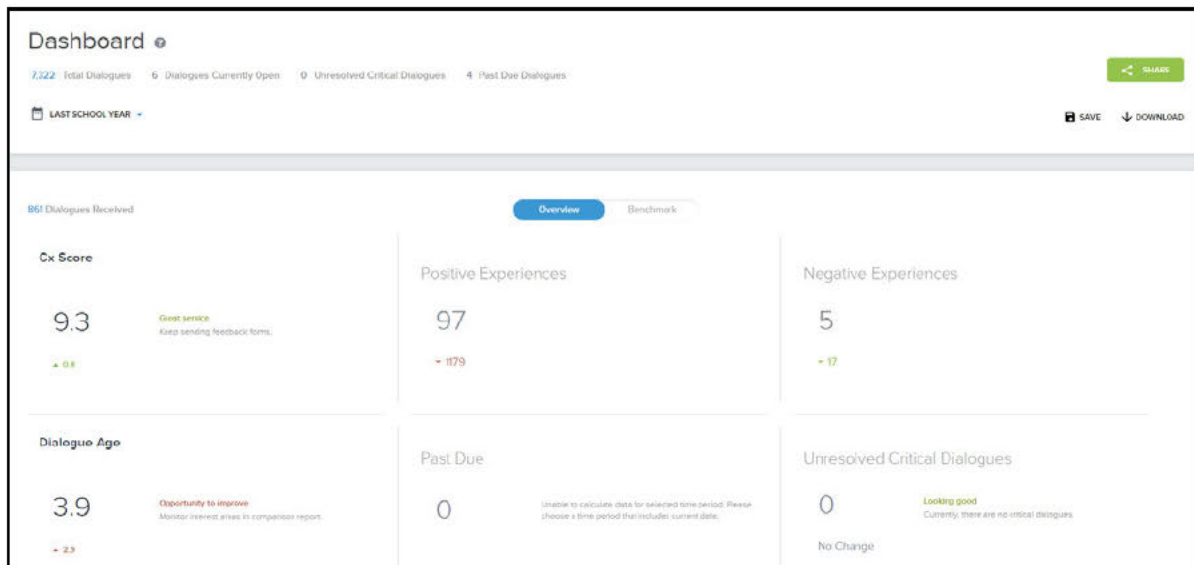
The suite of reporting tools in Let's Talk! helps district leaders take action based on community inquiries by tracking key performance indicators such as:

- Dialogue age
- Customer experience score
- Trending topics

This allows leaders to prepare for outbound communications, add new questions to the chatbot, and monitoring which teams are overwhelmed with inquiries to inform staffing decisions. The Let's Talk! dashboards help districts make sense of the information.

### *Overview Dashboard*

The dashboard provides a simple, interactive view of customer experience key performance indicators and other key pieces of data. All dashboard elements include drill-down options for deeper understanding. A full list of filters and save functionality allow users to create reports that are relevant to them.



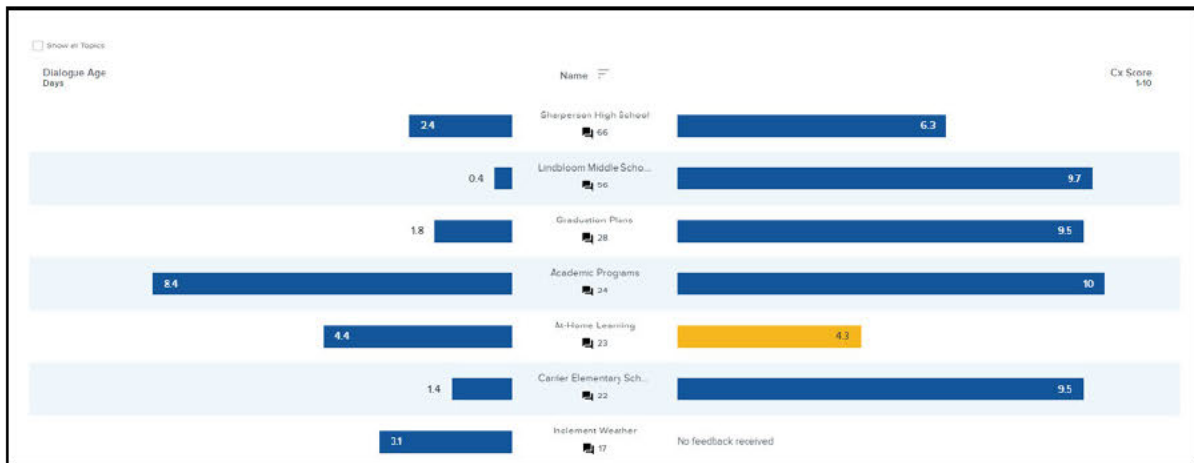
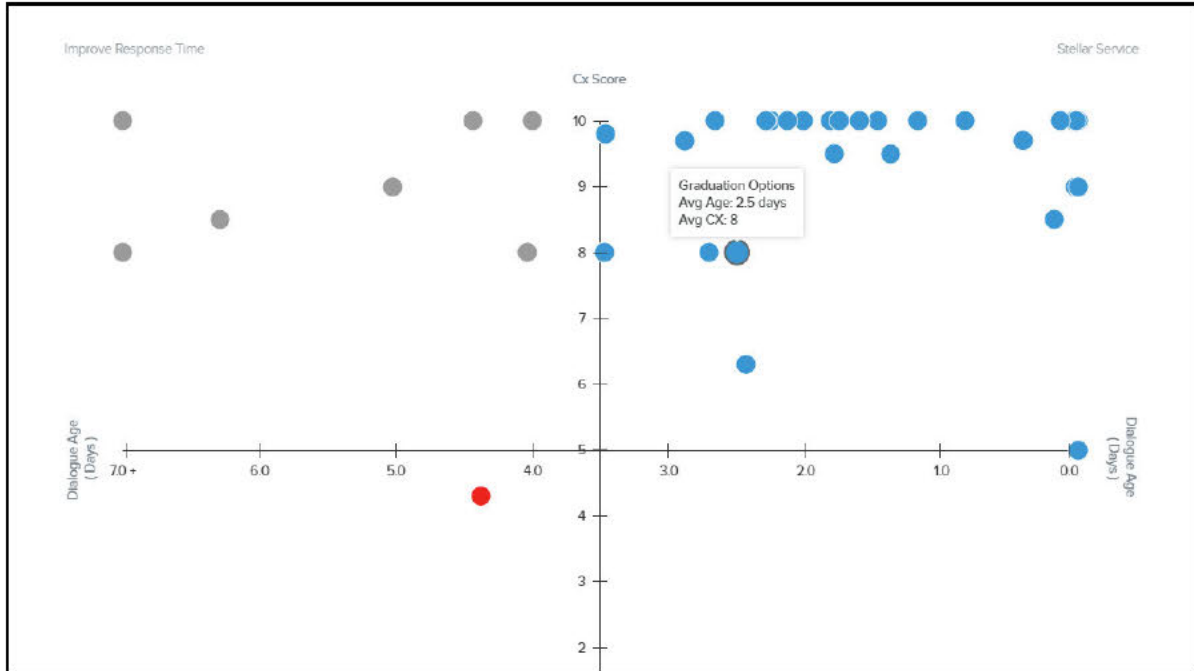
### *Tags*

Collect additional data that can be viewed in the dashboard by adding tags to each customer inquiry. Use our standard library of tags or create your own.

### *Comparison Reports*

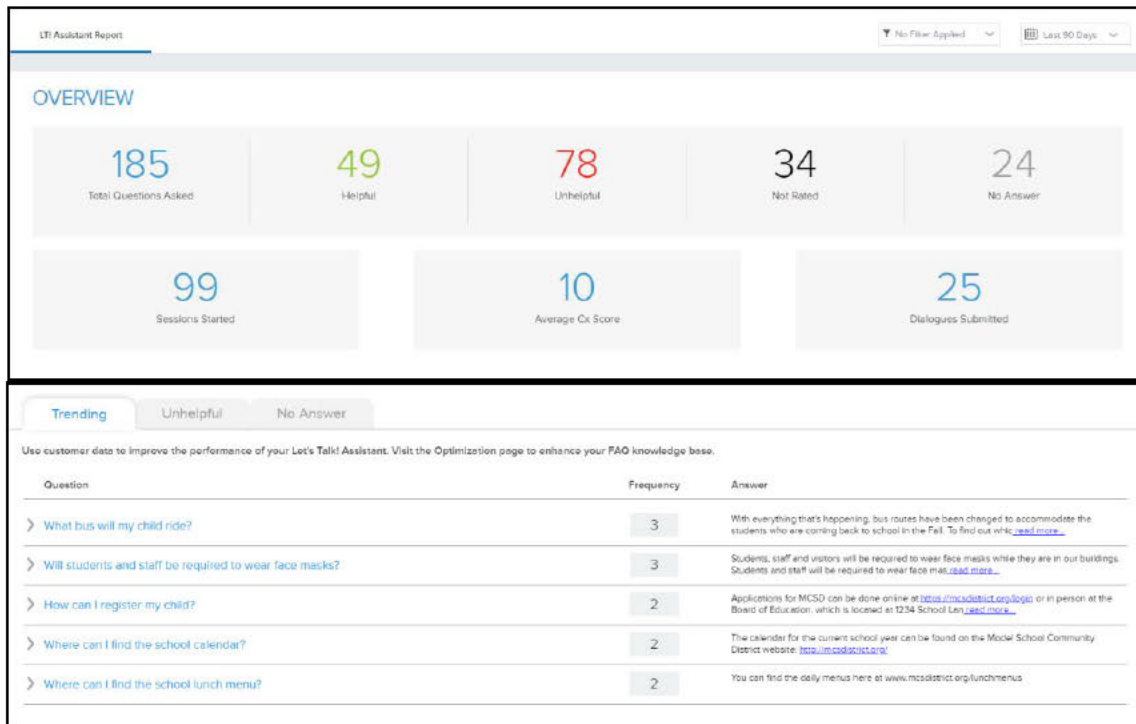
Assess the performance of your teams by comparing volume, customer experience (Cx) score and response time side-by-side. Data can be compared by category, topic and user.





### Let's Talk! Assistant Report and Optimization Table

Understand the effectiveness of your on-demand support with the Let's Talk! Assistant report. In addition to monitoring usage, this report provides guidance on questions that should be added to your FAQ knowledge base and answers that should be enhanced.



### Data Exports

Download the Let's Talk! dashboard reports in Excel, PDF or presentation-ready PowerPoint formats.

### Integrations

Integrations help districts manage change management by making using the system easier and simplifying the phase out of other legacy tools.

#### Single Sign-On

Let's Talk! supports SAML, AD/LDAP and Google-based SSO to simplify the user sign-on process.

#### Dialogue Creation

Let's Talk! supports SOAP and REST APIs, which allows you to create dialogues based on inputs from other systems.

#### SIS Integration

Sync customer data with Let's Talk! to simplify the support process using SIS integration. This integration can also be used to create accurate contact lists for the Campaign Manager.

# Managed Research

K12 *Insight* proposes to provide research solutions through Managed Research services per the requirements of this solicitation.

K12 *Insight* is a proven partner in providing managed research solutions that empower district leadership to build trust and better serve their communities. By providing every constituent in a school community with a voice and providing high-quality customer service, school districts create a renewed faith and trust in public schools.

K12 *Insight's* Managed Research team equips school leaders to listen to every voice and learn from each conversation, helping them strengthen their schools and serve their communities. We partner with districts to provide the expertise and tools to garner feedback and data that identifies gaps and opportunities impacting school climate and culture.

Our team of Ph.D. researchers help school districts build, promote, administer and analyze purposeful school research —including surveys, focus groups and program evaluations. The resulting research helps district and school leaders prioritize resources, support and engage students, guide interventions, retain staff, and communicate with communities.

We have helped school districts conduct surveys, focus groups, and program evaluations on the following topics. The bolded items are survey instruments that are nationally benchmarked. In addition to the below surveys, we also offer custom survey design.

- Attendance Boundary Modifications
- Budget Planning
- College and Career Readiness
- Community Priorities
- Crisis Management Feedback
- Customer Service Professional Development
- Customer Service Satisfaction for Parents and Staff
- Distance Learning Feedback
- **Employee Engagement**
- Employee Exit
- Family Exit
- Family and School Partnerships
- Leadership 360 Review
- Perceptions of Equity for Parents, Students, Staff and Community Members
- Professional Development Needs for Staff
- **School and District Quality for Parents, Students and Campus-Based Staff**

- Senior Exit
- Social and Emotional Learning
- Special Education Satisfaction Survey for Parents
- Special Education Capacity for Staff
- Strategic Planning Feedback
- **Student Engagement**
- Superintendent Listening Survey
- Superintendent Search Survey

K12 *Insight* works with school district leadership to identify study goals, survey topics, reporting requirements, and develop and implement a customized study, and supports districts every step of the way — from project planning and survey promotion to reporting and analysis.

This includes:

### *Survey Studies*

An all-inclusive survey management service led by our expert researchers to guide your team through the entire survey process, from survey development through data analysis and recommendations. A managed survey study package includes:

- A research-based, customized survey instrument
- Managed deployment and participation monitoring
- One language translation
- Presentation-ready, school and district level reports
- Thematic analysis for one open-response question

In order to identify gaps and alignments in stakeholder perceptions, each survey can be developed to be vertically aligned across all stakeholder groups.

Common stakeholder groups include:

- Parents/guardians
- Staff members
- Elementary students (grades 3-5)
- Secondary students (grades 6-12)
- Community members (e.g., stakeholders without school-aged children; alumni; parents of graduates; parents of future students; parents with children attending other types of school, etc.)

From scheduling survey reminders for non-participants to explaining confidentiality measures to employees, our team handles the logistics. Prior to the survey launch, we will connect with the district to confirm the survey design, distribution and other key elements.

### *Pre-Survey Communications*

To raise awareness and increase participation, K12 *Insight* provides a variety of pre-survey communications, including:

- Letters to parents, staff and community members
- Social media posts
- Website items
- Newsletter items
- Press releases
- Media outlet items
- Text messages
- Robocall scripts

All pre-survey communications can be translated.

#### *Post-Survey Communications*

Ensuring you close the loop with stakeholders is a critical part of research studies. K12 *Insight* will partner with the district to develop district and/or site-level infographics that can be shared with stakeholders and the community.

These infographics provide a high-level overview of survey results, as well as proposed next steps the district will take.

Additional post-survey communications are available, including:

- Press releases
- Social media posts
- Website items
- Newsletter items
- Letters to the community

All post-survey communications can be translated.

#### *Participation*

K12 *Insight* monitors response rates throughout the survey window to ensure participation for surveys. This includes sending reminders to participants who have not yet taken the survey.

Surveys can be taken on a variety of devices including desktop computers, tablets and smartphones. Additional customized public URLs can be generated for posting on district and school websites, as well as social media outlets.

K12 *Insight* offers paper surveys, including the entry of paper survey responses.

Each survey is linked to an email address that will be monitored throughout the survey window. Should participants need assistance or have questions about the survey, the email will be

received and responded to by a member of the K12 *Insight* team.

### *Translations*

Surveys can be translated into more than 38 languages.

### *Reporting*

K12 *Insight* offers district- and site-level reports. These reports provide high-level and segmented results. K12 *Insight* will partner with the district to identify desired disaggregation for comparisons between and within stakeholder groups (e.g., race/ethnicity, socioeconomic status, grade, general education/special education, etc.).

Additional reports available include:

- Stakeholder comparisons/trending
- Year-to-year trending
- Verbatim/open-ended response reports
- Thematic analysis of verbatim/open-ended responses

When possible, K12 *Insight* can also provide trending to national benchmark data, as well as regional and similar/comparable district data.

### *Focus Groups*

The K12 *Insight* research team works with school district leadership to identify study goals, focus group topics, reporting requirements, and develop and implement a customized focus group study.

A focus group study package includes:

- Customized focus group protocol
- Participant recruitment
- Facilitation of focus groups
- Presentation-ready report

K12 *Insight* will work with the district to determine the best size and sampling for each focus group session. K12 *Insight* has experience conducting focus groups with parents/guardians; all levels of district employees; elementary and secondary level students; alumni; families and staff who have left the district; and community members.

Additionally, pre- and post- project specific communication templates are available to help build awareness about your project before it launches, as well as share what you learn with your community.

### *Strategic Planning*

The K12 *Insight* research team collaborates with leadership and key stakeholders to identify

strategies, tactics and topics to inform district conversations and future plans.

Throughout the strategic planning process, K12 *Insight* partners with the district to engage all stakeholders to:

- Listen to every voice and learn from each conversation
- Use pertinent data to inform discussions and decisions
- Align actions to long-term strategic outcomes that benefit students and the community
- Create metrics to determine progress toward goals

Activities completed throughout the strategic planning process include:

- Vision and mission renewal
- Developing a district profile
  - Programs
  - Initiatives
  - Services
- External and internal SWOT analysis
- Reviewing and analyzing district data
  - Achievement data
  - Performance data
  - Perception data
  - Finance data
  - Personnel data
- Conducting root cause and gap analysis
- Identifying focus areas and targets
- Developing draft goals and strategies
- Gathering feedback on draft vision, mission, goals, strategies and measures
- Designing framework and draft strategic plan language

#### *Making Feedback Matter/Data into Action Workshops*

After district and campus leaders have had time to digest the data on their own, they will come together as a group to discuss the strengths, opportunities and surprises from their site reports.

A K12 *Insight* team member will walk attendees through a series of activities that are designed to get at the “why” behind the results, ultimately leading to the development of targeted action plans that each leader will implement over the course of the year.

K12 *Insight* uses the “Plan – Do – Study – Act” improvement cycle model when designing training workshops and professional development. The model integrates SMART goals, data protocols and action planning to visualize the purpose and process of analyzing data and survey results.

Proposed workshop protocols include, but are not limited to:

- Understanding Data (read data and ask questions protocol)
- Root Cause Analysis (questioning data and five whys protocol)
- Action Planning (turning data into action process).

The protocols will be used to read reports, identify strengths and weaknesses, and guide participants through questions and activities to generate a deeper understanding of results and needed actions.

#### *Program Evaluations*

K12 *Insight* provides research services specializing in the evaluation of both instructional and non-instructional programs that result in actionable findings. Our evaluation methods engage both internal and external stakeholders to build trust among those individuals (staff, students, parents, etc.) affected by the program being evaluated.

#### *Board Presentations*

After reviewing the data with district leadership, a member of the K12 *Insight* research team will conduct a presentation of the overall results to the school board.

#### *Research Support*

K12 *Insight* offers additional expertise and guidance from our expert researchers on:

- Survey planning
- Instrument creation
- Quantitative and qualitative results analysis and reporting
- Program evaluation
- Strategic planning.



# Professional Development

K12 *Insight* **Professional Development** services feature expert-led, interactive virtual and in-person customer service workshops.

Through K12 *Insight*'s Exceptional Customer Service workshop series, school staff and teachers learn foundational customer service skills and are prepared to consistently and intentionally provide exceptional customer service.

We help coach and train school professionals, teams and departments based upon school customer experience insights and best practices of Pre-K-12 service delivery — working directly with schools and districts to establish priorities and develop a long-term plan to support customer service learning and development overtime.

Through K12 *Insight*'s Exceptional Customer Service workshop series, school staff and teachers learn foundational customer service skills and are prepared to consistently and intentionally provide exceptional customer service. These workshops help staff:

- Define exceptional customer service and the impact it has on the school experience
- Understand empathy
- Help build good rapport to leverage in customer interactions
- Listen to and uncovering customers' needs
- Solve challenging problems

Our professional learning services include live virtual training, in-person hands-on training, and job-embedded coaching and professional support. Our professional team will help your district identify the right learning development plan for staff, and we support a district through every step of implementation.

Our training sessions are developed and facilitated by former teachers, administrators, and adult learning and development professionals who bring a wealth of knowledge and experience to what they are teaching.

Each in-person professional development session includes:

- Course workbook and blackline pages for future use
- Professional development course certificate
- An opportunity to connect for coaching support with your trainer and other customer service experts before, during and after training about ongoing service questions using Let's Talk!
- An assigned coach

### *Online Live Courses*

Experience dynamic learning presented in real time and engage with fellow professionals—all from the convenience of the district’s preferred location.



Participation includes interactive chats, polls and other small-group activities. In addition to key learnings and valuable takeaways, these courses include downloadable reference materials and a personalized digital completion certificate and professional badges.

### *Flexible Scheduling*

Our professional development courses can be delivered on flexible days, hours and groupings — which can be arranged to best fit into the schedules of your staff, thus helping reduce or eliminate the need for employee job coverage.

### *Customer Service Training Series*

K12 *Insight* has developed a robust series of professional development sessions to address a range of school customer service needs and skills specific to schools.

From keynote learning sessions to two-hour workshops and half-day retreats, these programs enable districts to take a closer look at customer service. Participants learn a range of structures and principles, which can be customized based on district needs.

### *Coaching Solutions*

Our research-based employee-focused coaching model is proven to help school service staff improve their practice and increase customer service ratings. Whether in person, online, or blended, our coaching provides service providers with the support they need to positively impact customers every day.

# Engage™

K12 *Insight's* Engage survey platform helps school leaders build, administer and analyze valid and reliable community surveys to help build trust, show transparency, encourage collaborative decision-making and improve school climate.

The cloud-based survey and feedback platform is designed specifically to meet the needs of K-12 school districts. Districts often use Engage to measure critical issues such as student engagement, staff engagement and satisfaction, recruitment and retention, family and school partnerships, school quality, culture and climate, community engagement and more.

The Engage survey platform features a comprehensive web-based survey tool to facilitate the creation, publishing, deployment, reporting and administration of unlimited surveys. Features of Engage:

- More than 50 pre-built, customizable survey templates built by research professionals and educators, which can be translated into more than 38 languages
- Professional-grade survey logic and formatting features
- Multiple modes of distribution, including email, text message and public URL with options for multi-use email distribution or unique key access
- A host of analytic tools that enable users to create and email relevant reports and save templates
- A robust set of reporting tools, which includes the ability to export to Word, PowerPoint and Excel
- The ability to monitor surveys by tracking distribution methods, running dynamic reports and analytics, collaborating with other users, and downloading and archiving data
- Tools to provide insights into response rates and automatically remind non-responders
- Live, real-time dashboards to show survey status, activation and expiration dates, invitation delivery data, response rates and more

## Product Features

### *Centralized Management of User Accounts*

Engage offers the ability to centrally create and manage platform access, survey building, report building and data extraction permissions for sub-accounts. Administrator accounts can set or change all user permissions and can access all features of the online survey platform.

Subaccounts with access permission to the same surveys and reports can collaborate on their creation and distribution.

### *Robust survey bank*

The Engage survey bank contains 52 ready-to-use surveys across 16 categories, including family engagement, equity, human resources, market share, safety and wellness, school climate, and more.

Surveys may be created and customized to include district-generated and/or school-generated survey questions, as well as copied from the Survey Bank and used ‘as-is.’

Four of the surveys found within the Engage survey bank are nationally benchmarked.

### *Age-appropriate versions of student surveys*

Surveys may be created and customized for the specific needs of the project, as well as copied from the Survey Bank and used ‘as-is.’

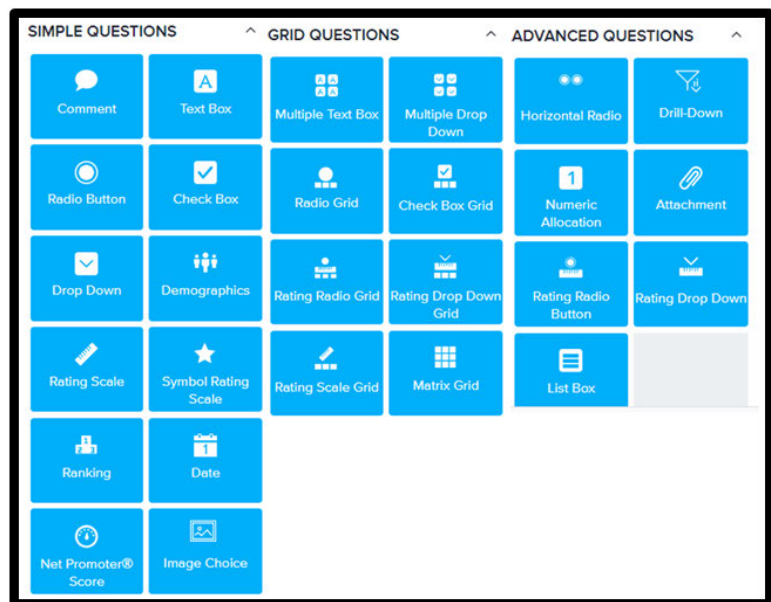
The Engage platform supports the design of surveys for all grade levels and includes age-appropriate symbols and scales (i.e. hearts, smiling faces, and thumbs up/thumbs down) to image questions to ease the readability for younger students.

Surveys in the Survey Bank for specific grade levels are labeled as such.

### *Wide Range of Question Types*

Engage supports a variety of survey-type questions including, but not limited to:

- Drop-down
- Text box
- Grid
- Rating
- Check all that apply
- Date
- Multiple text box
- Radio button
- Rating scale
- Open-ended



### *Branching and Skip Logic Capabilities*

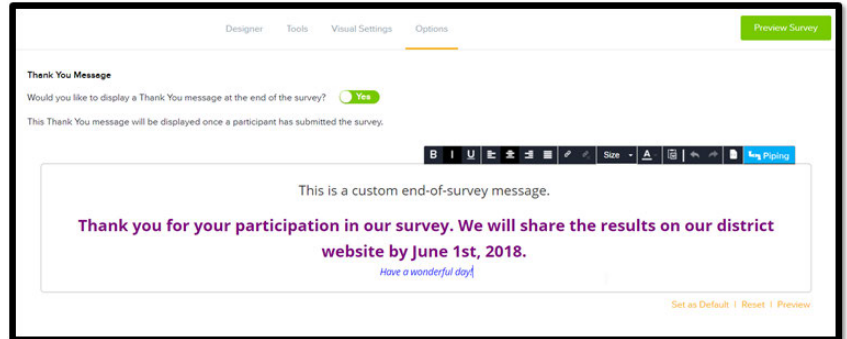
Engage includes both Single-Question Branching, where participants will be redirected to certain pages in the survey based on the answer they select, and Multi-Question Branching, which sends participants down different survey paths based on their answers to multiple questions. Engage also supports question display logic, allowing for a show/don't show rule for a given question based on the answer to a previous decision question.

### *File Uploads (or Attachments) in Varied Formats*

Engage accepts all file types (including .gif, .jpg, Excel spreadsheets, Word documents and PDF), except for .zip, .exe, .rar and .msi. The maximum file size is 5MB.

### *Customizable Survey Messages*

Engage allows for the creation of customized survey messages throughout the user experience, including end-of-survey messages, question input error messages, survey headers and footers, and comments within the body of the survey.

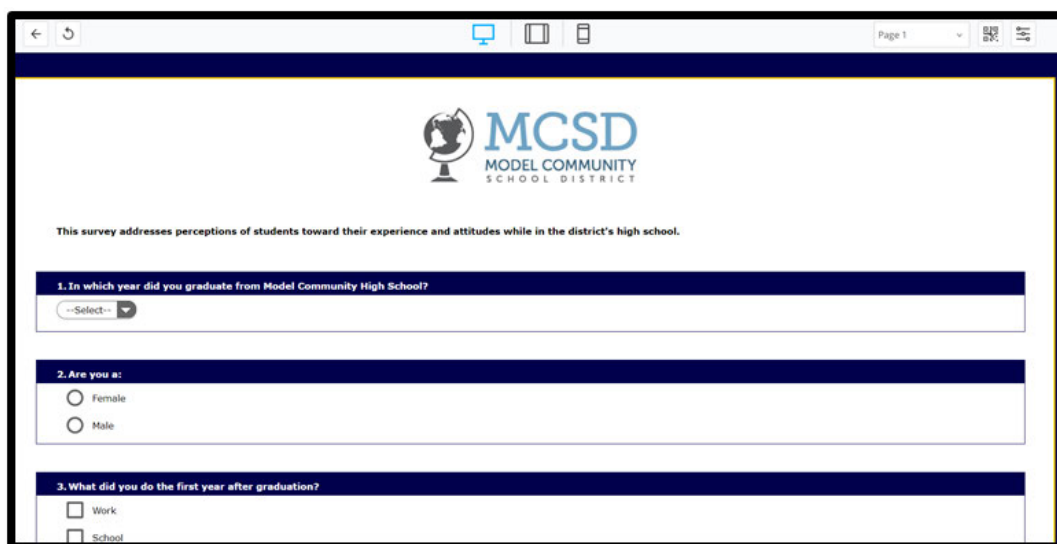


### *Multiple Language Support*

Surveys can be distributed in multiple languages and corresponding alphabets (including Spanish, Arabic and Chinese) via the web, social media and printed materials, as needed.

### *Unique District Branding Support*

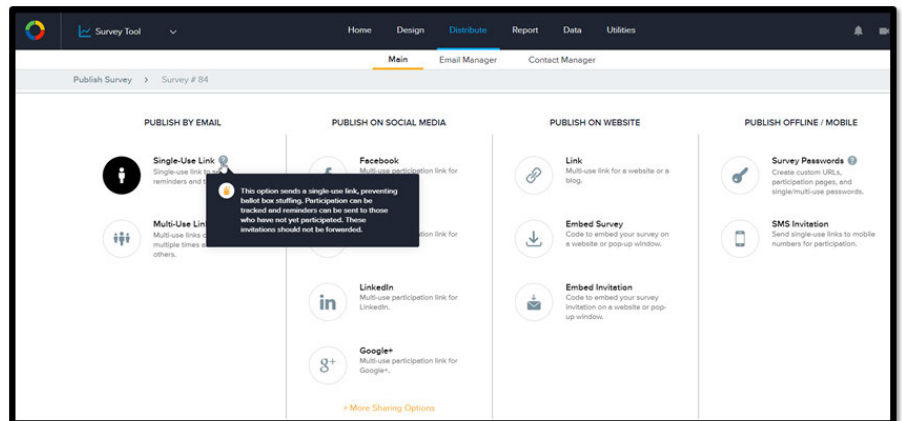
Engage offers users the ability to change the format and appearance of surveys to match district templates and incorporate district-specific branding, logos and other imagery. Engage also allows for the creation of customized survey messages throughout the user experience, including end of survey messages, question input error messages, survey header and footers, and comments within the body of the survey.



### *Anonymized and Individual Survey Links*

Engage provides the ability to create both anonymized and individual survey links, as well as public survey links.

Users can also customize survey URLs, publish the surveys on social media and embed surveys on a website.



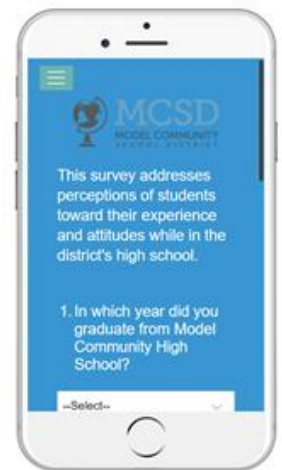
### *Contact Groups and Automatic Reminder Emails*

Engage supports the creation of contact groups via the lists feature. Lists can be utilized when sending survey email invitations.

Automatic reminders can be scheduled during the initial email send, or at any time following, during the data collection phase of the project.

### *Access to Surveys Across Multiple Device Platforms*

Engage supports access to surveys via all common device platforms (i.e. smart phone, desktop, tablet) and web browsers.



### *Ability to Prepopulate Surveys with Participant-Specific Demographic Data*

Engage supports appending participant demographic data in the creation of a Contact List. Lists can be utilized to pre-populate survey questions with participant-specific information when sending participant-specific survey email invitations.

### *Support Anonymous Surveys*

Engage provides the ability to create anonymized survey links where data submitted cannot be tied to the respondent.

Engage also provides for 'semi-anonymous' survey links that allow survey administrators to see who has taken the survey but cannot connect data to the respondent. With this feature, intelligent reminders can still be sent to stakeholders that have not yet responded.

### *Ability to Save Survey Progress*

"Save and Continue Later" is an available option that can be enabled for a survey participant to save answers they have already entered and finish their survey at a later time.

This feature also allows you to create a customized message to remind participants to complete the survey and link them back to where they left off.

This feature also allows you to create a customized message to remind participants to complete the survey and link them back to where they left off.

A participant who has chosen to save their answers and continue later will receive intelligent reminders until a survey response has been submitted or until the survey is expired by the survey administrator.

### *Distribution of Surveys*

Engage allows for the deployment of surveys through email and or text message, random sample deployment, deployment of surveys/forms to multiple individuals within the same family with a single email or text, deployment of surveys in multiple languages based on roster data.

Surveys can be distributed in multiple languages via email, text message and URL for the web, social media, and printed materials, as needed.

Engage provides the ability to create both individual survey links, as well as public survey links. Parents with multiple children can receive a single email and text message with links for each child. Engage also allows to draw random samples from a Contact List for random sample deployment.

### *Survey Tracking and Reminders*

Engage allows survey administrators to track responses to all distribution methods.

Intelligent Reminders can be sent to those who have not yet submitted your survey when the survey is distributed through a Single-use or Multi-use Link. Reminders can be sent on demand, scheduled, rescheduled, cancelled, searched and filtered.

### *Reporting Capabilities*

Engage provides a wide array of reports to help the district analyze survey results, as well as build custom reports to empower users to share the most important data with internal and external stakeholders.

In addition to surveys, the platform allows districts to build registration forms, conduct polls and administer assessments.

Real-time, live reports can be pulled for various levels of the organization (district, building, respondent group, etc.) and shared via email to clients or colleagues (including building-level leaders).

Using the Email report feature, Engage users can:

- Update reports dynamically
- Customize email content and design
- Set expiration date for the report
- See when and how often the report is viewed

Engage offers a host of analytic tools that enable users to create and email customized reports and save report templates. In addition, it offers the ability to access dynamic reports as new respondents complete surveys.

Once reports are reviewed, users can modify and customize to deliver deep, intentional insights from a single, comprehensive report. Report types include:

- Bar Graph: Aggregates data from all close-ended questions answered
- Cross Tab: Allows for the cross tabulation of two or three close-ended questions in the survey, providing actual counts and percentages
- Individual: Allows you to view the complete responses for individual survey respondents
- Verbatim: Displays only the data collected in open-ended text fields of the survey including *Other (Please specify)*
- Conditional: Allows you to use a condition based on a close-ended question to disaggregate data collected
- Pivot Table: Allows for the cross tabulation of one close-ended question against any combination of questions in the survey
- Advanced Pivot Table: Allows you to observe trends in responses for a given specific close-ended survey question
- Comparison: Allows for the side-by-side comparison of data sets from different times or groups
- Response Table: Allows you to view how all the respondents answered each of the selected questions in the survey
- Frequency Table: Allows you to view the frequencies for data collected in the close-ended survey questions
- Assessment Summary Report: In an assessment survey, allows you to display the individual scores for each question, as well as the aggregate scores obtained by the participants
- Statistical Report: Allows you to review specific statistics for numerical survey questions
- Segmentation Report: Allows you to divide content into multiple reports at once based on a single segmenting question
- Response Trend: Allows you to generate a dynamic report of the participation trend over time
- Response Rate: Allows you to monitor and compare received responses to expected responses by group
- Attachment Report: Allows you to download file data participants attached to the survey
- Advanced Frequency Report: Allows you to display an aggregate of the answers received



for every close-ended question in the survey, metadata options, and enhanced display properties

- Omni Report: Allows you to simplify your analysis by providing, instant detailed results in one click
- Text Analysis: Measure response sentiment, examine common topics, and drill down on positive, neutral and negative content so you can better understand the important takeaways from open-ended responses

The Engage system provides a variety of reports that allow the user to both aggregate data up (i.e. to the district-level) and drill down into data (i.e. to the classroom-level) through disaggregation.

Responses can be aggregated or disaggregated at multiple levels, including:

- Classroom
- Grade
- Department
- School
- Education level (elementary, middle or high)
- District (all schools)

Data can be easily segmented across demographic characteristics and filters can be generated to combine groups together. Data are available in both graphic and table for frequency reports and pivot tables.

#### *Report and graphically display current and longitudinal data*

Engage provides a wide array of reports to help the district analyze survey results, as well as build custom reports to analyze and visualize the data collected.

Legacy data from previous projects can be imported and longitudinal data can be analyzed via the Engage system.

#### *Ability to export reports and raw data files and import data*

Report export options include Microsoft Word, Excel and PowerPoint, and Adobe PDF. Export options may vary based on report type.

Raw data may be exported from the Engage platform in Excel, CSV, XML, SPSS, Access, Word, HTML, and K12 Insight 1 (for data intended to be re-imported) formats.

Users can import data from elsewhere. Before importing data, there will need to be a survey matching questions in the account.

#### *Functional on multiple formats*

The Engage platform meets these requirements, as stated.

### Survey Participation:

- Windows
- Internet Explorer - v11.0 and above
- Firefox - v38.0 and above
- Google Chrome - v40.0 and above
- Microsoft Edge - v20.0 and above
- Safari - v5.0 and above
- Macintosh
- Firefox - v38.0 and above
- Google Chrome - v40.0 and above
- Safari - v5.0 and above
- Smart Phones / Tablets
- iPad
- Safari - v3.0 and above
- Chrome - v20.0 and above
- iPhone
- Safari - v7.0 and above
- Chrome - v40.0 and above
- Android
- Android Browser - OS 2.2 and above
- Chrome - v40.0 and above

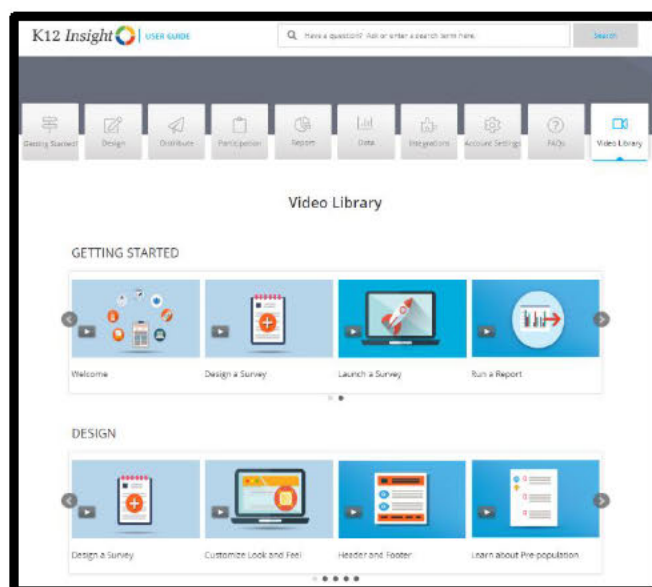
### Survey Creation and Administration:

- Windows
- Internet Explorer - v11.0 and above
- Firefox - v38.0 and above
- Google Chrome - v40.0 and above
- Microsoft Edge - v20.0 and above
- Safari - v5.0 and above
- Macintosh
- Firefox - v38.0 and above
- Google Chrome - v40.0 and above
- Safari - v5.0 and above
- Smart Phones / Tablets
- iPad
- Safari - v7.0 and above

### Training

K12 *Insight* works with clients to identify the primary Engage account owner. Account owners act as key points of contact for K12 *Insight* Client Success Managers. The K12 *Insight* Client Success Manager works with each district to coordinate user training sessions in their school district.

K12 *Insight* offers both online and in-person training for district staff members. Engage users have access to a variety of support resources via the Help Center links from within their platform account. Resources include a comprehensive User Guide with a Video Library for step-by-step directions, as well as FAQs, example surveys, and a user community group for sharing, collaborating, and learning from other Engage users.



**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.**

The K12 *Insight* team will market and sell any and all services to all U.S. States, Territories, and Outlying Areas. K12 *Insight* products are software-based and there are no hard goods to distribute.

**C. Describe how Participating Agencies are ensured 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.**

The K12 *Insight* price book is standard and is available for any participating agency or engaged school district to view. All of K12 *Insight*'s products are software available through online subscription or services that do not require distribution.

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

There will be no other companies involved in providing products or services to end users.

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

Not applicable to K12 *Insight*.

## **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:**

[COMPANY CONFIDENTIAL – REDACTED]

**i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**

The K12 *Insight* executive leadership team confirms they will endorse and sponsor the award as the public sector go-to-market strategy.

**ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

The K12 *Insight* sales team will be thoroughly trained on the OMNIA Partners contract and how best to position it with new districts within the first two weeks of being awarded the contract.

The team will undergo periodic refresher training and be provided documentation that they can refer to and use during the sales process.

**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:**

[COMPANY CONFIDENTIAL – REDACTED]

**i. Creation and distribution of a co-branded press release to trade publications**

Our in-house expertise with development of such content ensures that a co-branded press release would appear in prominent trade publications, widely read by superintendents and school board members.

**ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days**

K12 *Insight* maintains an active social media presence via LinkedIn Twitter, Facebook and our

blog. These channels provide an effective way for us to announce the award. Our in-house experts ensure we can effectively leverage these rapidly emerging marketing channels.

**iii. Design, publication and distribution of co-branded marketing materials within first 90 days**

Our in-house experts would work with OMNIA Partners marketing team to create high-quality, co-branded collateral pieces.

**iv. Commitment to attendance and participation with OMNIA Partners 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**

K12 *Insight* hereby commits to attending and participating with OMNIA Partners at trade shows.

**v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners 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.**

K12 *Insight* hereby commits to attending and participating in the NIGP Annual Forum.

**vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**

Through our partnership with the American Association of School Administrators (AASA) and more than a dozen of its state affiliates, as well as several chapters of the National School Boards Association, K12 *Insight* taps into editorial calendars of relevant publications read by superintendents.

Advertisements can be placed in trade publications such as Education Week and District Administrator.

**vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**

K12 *Insight* will develop a range of marketing and promotional materials for print and digital use.

**C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. 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.**

We have been a member of OMNIA Partners since 2012, therefore no transition is necessary. The only other cooperative contract K12 *Insight* uses is BOCES, which is limited to the state of New York.

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

K12 *Insight* hereby acknowledges and confirms the above statement.

**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. All sales materials are to use the OMNIA Partners 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**

K12 *Insight* hereby acknowledges and confirms the above statement.

**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**
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- iv. Knowledge of benefits of the use of cooperative contracts**

K12 *Insight* hereby acknowledges and confirms the above statement.

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

**i. Executive Support:**

Suhail Farooqui

CEO

[sfarooqui@k12insight.com](mailto:sfarooqui@k12insight.com)

703-542-9610

**ii. Marketing:**

Ben Meadema  
Vice President of Revenue Operations  
[bmeadema@k12insight.com](mailto:bmeadema@k12insight.com)  
703-542-9607

**iii. Sales**

Krista Coleman  
Chief Customer Officer  
[kcoleman@k12insight.com](mailto:kcoleman@k12insight.com)  
703-542-9638

**iv. Sales Support**

Celia Anderson  
Director of Revenue Operations  
[canderson@k12insight.com](mailto:canderson@k12insight.com)  
703-542-9635

**v. Financial Reporting**

Adam Dean  
Vice President of Finance  
[adean@k12insight.com](mailto:adean@k12insight.com)  
703-542-9564

**vi. Accounts Payable**

Adam Dean  
Vice President of Finance  
[adean@k12insight.com](mailto:adean@k12insight.com)  
703-542-9564

**vii. Contracts**

Celia Anderson  
Director of Revenue Operations  
[canderson@k12insight.com](mailto:canderson@k12insight.com)  
703-542-9635

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

The K12 *Insight* sales team is comprised of Regional Account Directors who are responsible for forming new partnerships with districts and a Renewal Manager, who oversees renewing current client contracts.

The sales team is overseen by:

Krista Coleman

Chief Customer Officer

[kcoleman@k12insight.com](mailto:kcoleman@k12insight.com)

703-542-9638

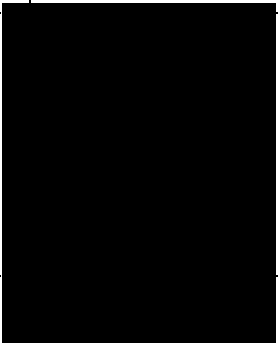
**I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

[COMPANY CONFIDENTIAL – REDACTED]

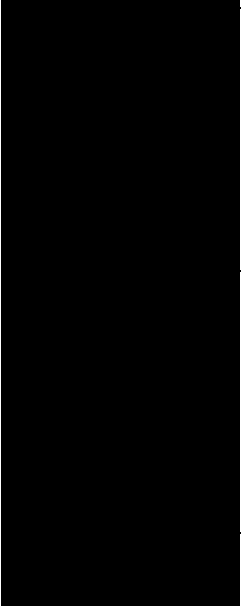
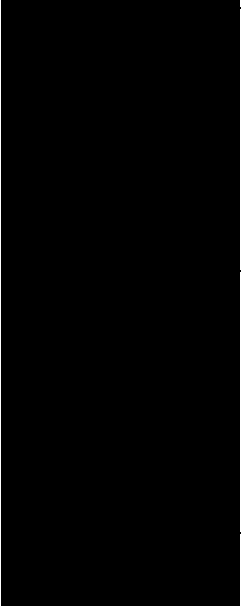
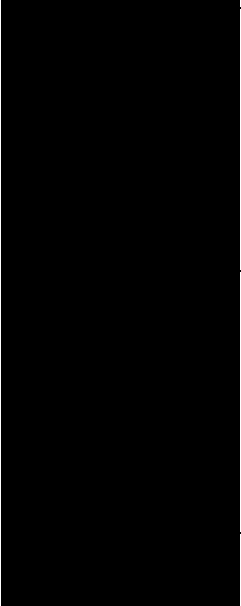
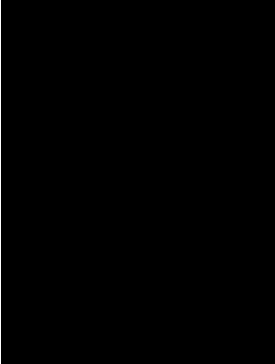
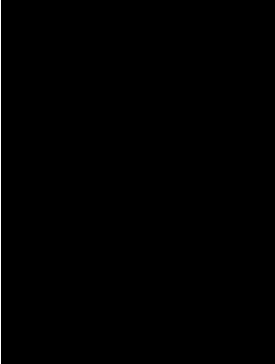

**I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.**

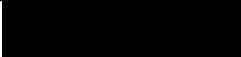
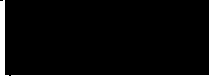
K12 *Insight* will continue to work with OMNIA Partners Partner Development team to coordinate marketing and sales efforts, which will include an OMNIA and K12 *Insight* collaborative training for the sales team. The account set-up process and implementation/administration timeline is completely dependent upon the school district. Our Client Success team works on the district’s proposed timeline and is ready to administer a new account immediately.

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

Customer	2020 Sales
Katy Independent School District  Key contact: NAME: Dr. Andrea Grooms EMAIL: AndreaMGrooms@katyisd.org PHONE: 281-396-2226	
Fort Bend Independent School District  Key contact: NAME: Veronica Sopher EMAIL: veronica.sopher@fortbendisd.com	



PHONE: 512-694-6853	
Houston Independent School District  Key contact: NAME: Patrice Humphries EMAIL: phumphri@houstonisd.org PHONE: 713-556-1705	
EL Paso Independent School District  Key contact: NAME: Sonia Villa EMAIL: svilla@episd.org PHONE: 915-230-2570	
Lamar Consolidated Independent School District  Key contact: NAME: Lindsey Sanders EMAIL: lindsey.sanders@lcisd.org PHONE: (832) 223-0329	
Harmony Public School  Key contact: NAME: Minh Baca EMAIL: mbaca@harmonytx.org PHONE: (713) 343-3333 ext. 1105	
Spring Independent School District  Key contact: NAME: Sylvia Wood EMAIL : swood1@springisd.org PHONE: 713-876-2561	
Fayette County Public School District  Key contact: NAME: Lisa Deffendall EMAIL: lisa.deffendall@fayette.kyschools.us PHONE: 859-381-4101	

<p>Lincoln Public Schools</p> <p>Key contact:  NAME: Dr. Steve Joel  EMAIL: sjoel@lps.org  PHONE: 402-436-1601</p>	
<p>Richardson Independent School District</p> <p>Key contact:  NAME: Brian Prewitt  EMAIL: Brian.Prewitt@risd.org  PHONE: 469-593-0000</p>	

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

K12 *Insight* tracks each sales order in Salesforce. All copies of fully signed contracts are kept in Salesforce. We used QuickBooks Online to invoice and receive payments.

**L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).**

[COMPANY CONFIDENTIAL – REDACTED]

**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 - K12 Insight LLC  
Address - 2291 Wood Oak Drive, #300  
City/State/Zip - Herndon, VA 20171  
Telephone No. - 703 542-9600  
Email Address - adean@k12insight.com  
Printed Name - Adam Dean  
Title - *VP of Finance*

Authorized signature \_\_\_\_\_

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



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## **Tab 2: Pricing & Products**

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Service	Price
Let's Talk! Subscription (includes online training and support)	
Let's Talk! Departmental Subscription	
Let's Talk! On-site Training	
Let's Talk! Virtual Assistant	
Travel to District	

## Managed Research

Service	Price
Fully Managed Customized Survey Study, Reports, and Awareness and Promotion Communication Campaign	
Additional Respondent Groups	
Additional Standard System Reports	
Additional Customized Reports	
Language Translation (one language translation is included in each survey study)	
Focus Group Facilitation (up to three per day)	
On-site Meeting or Training	
Data Entry for Paper Surveys	
Advisory Services	
Board and/or Leadership Presentation	

Making Feedback Matter Workshop (up to 2 per day)	
Making Feedback Matter Workshop	

## Professional Development

Service	Price
Customer Service Workshop (in- person, up to two workshops per day)	
Customer Service Workshop < 25 seats (5 sessions, virtual)	
Customer Service Workshop 26-50 seats (5 sessions, virtual)	
Customer Service Workshop 51-100 seats (5 sessions, virtual)	

## Engage™

Service	Price
Engage Subscription (Three User License)	
Engage Subscription (Enterprise)	



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K-12 SOLUTIONS FOR CUSTOMER SERVICE  
AND  
SUSTAINED STAKEHOLDER ENGAGEMENT

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SALES ORDER FORM

K12 *Insight* LLC

2291 Wood Oak Drive, Suite 300  
Herndon, VA 20171

K12 INSIGHT CONTACT NAME  
K12 INSIGHT CONTACT TITLE

Tel: 703-542-[XXXX]  
Fax: 703-935-1403


EMAIL OF POC@k12insight.com  
[www.k12insight.com](http://www.k12insight.com)




CLIENT INFORMATION			
Name			
Address			
City, State Zip			
Proposal Date		Student Enrollment	


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

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


STAKEHOLDER ENGAGEMENT PLATFORM SERVICES	Standard Price
<input checked="" type="checkbox"/> <b>SUBSCRIPTION TO ENGAGE PLUS</b> <p>Three (3) user-subscription access licenses to K12 <i>Insight's</i> Engage platform to create and launch surveys, run reports and analytics, collaborate with other users, and download and archive data.</p> <p>Subscription includes access to the YourVoice tool to publish a video, message, and engagement initiatives on a district website to create a persistent narrative of transparency and collaborative decision-making.</p> <p>Also provided are continuous and ongoing phone and online support via a dedicated Engage customer service team, as well as access to dedicated engagement specialists to assist in survey platform management and implementation.</p>	


STAKEHOLDER ENGAGEMENT PLATFORM SERVICES	Standard Price
<input checked="" type="checkbox"/> <b>ENTERPRISE SUBSCRIPTION TO ENGAGE</b> <p>Enterprise subscription to access unlimited licenses to the K12 <i>Insight</i> Engage platform to create and launch surveys, run reports and analytics, collaborate with other users, and download and archive data.</p> <p>Subscription includes access to the YourVoice tool to publish a video, message, and engagement initiatives on a district website to create a persistent narrative of transparency and collaborative decision-making.</p> <p>Includes continuous and ongoing phone and online support via a dedicated Engage customer service team and access to dedicated engagement specialists to assist in survey platform management and implementation.</p>	


CUSTOMER EXPERIENCE PLATFORM SERVICES	Standard Price
<p><input checked="" type="checkbox"/> <b>(department-level) SUBSCRIPTION TO LET’S TALK!</b></p> <p>K12 <i>Insight</i> provides Software as a Service to serve as a single, centralized, secure cloud-based repository of all incoming questions, comments, concerns, suggestions and compliments by any stakeholder in the department. Software customization is offered for multiple languages.</p> <p>Also includes mobile app and customization of Let’s Talk! platform to automatically assign ownership of all dialogues from multiple channels and issue alerts to administrators. Administrators will be able to access the Let’s Talk! system using a secure login ID and password, allowing them to collaborate with each other and respond to incoming dialogue.</p> <p>Subscription includes continuous and ongoing support via a dedicated Let’s Talk! customer service team and access to dedicated engagement specialists to assist in feedback management and implementation.</p>	

CUSTOMER EXPERIENCE PLATFORM SERVICES	Standard Price
<p><input checked="" type="checkbox"/> <b>(enterprise) SUBSCRIPTION TO LET’S TALK!</b></p> <p>K12 <i>Insight</i> provides Software as a Service to serve as a single, centralized, secure cloud-based repository of all incoming questions, comments, concerns, suggestions and compliments by any stakeholder in the District. Software customization is offered for multiple languages.</p> <p>Also includes mobile app and customization of Let’s Talk! platform to automatically assign ownership of all dialogues from multiple channels and issue alerts to administrators. Administrators will be able to access the Let’s Talk! system using a secure login ID and password, allowing them to collaborate with each other and respond to incoming dialogue.</p> <p>Subscription includes continuous and ongoing support via a dedicated Let’s Talk! customer service team and access to dedicated engagement specialists to assist in feedback management and implementation.</p>	

ON-SITE TRAINING SERVICES	Standard Price
<p><input checked="" type="checkbox"/> <b>LET’S TALK! TRAINING</b></p> <p>K12 <i>Insight</i> will provide on-site training sessions for a high-fidelity deployment of Let’s Talk! A single session accommodates up to 20 users and lasts 90 minutes. Four sessions can be conducted in one day by one trainer. Price is based on per day, per trainer.</p>	

MANAGED SURVEY STUDY SERVICES	Standard Price
<p><input checked="" type="checkbox"/> <b>SURVEY STUDY, REPORTS AND COMMUNICATION CAMPAIGN</b></p> <p>K12 <i>Insight's</i> Client Success team will work with District leadership to identify study goals, topics and reporting requirements to develop and implement a study from our catalog of surveys.</p> <p><b>Each study includes:</b></p> <ul style="list-style-type: none"> <li>● One respondent group</li> <li>● One language translation</li> <li>● Verbatim theme analysis for one open-response question</li> <li>● Pre-and post-survey communications templates</li> <li>● One presentation-ready district report</li> </ul> <p>Survey Topic: <b>IDENTIFY SURVEY TOPIC [or remove]</b></p>	

ADVISORY SERVICES	Standard Price
<p><input checked="" type="checkbox"/> <b>ADVISORY SERVICES</b></p> <p>K12 <i>Insight's</i> Client Success team has expertise in research and survey methodology and design, data analytics and data visualization, as well as a wide range of in-depth content knowledge and school district experience. Our researchers can assist with survey projects in many ways.</p> <p><b>Advisory services available include:</b></p> <ul style="list-style-type: none"> <li>● telephone and web-based survey design and review</li> <li>● recommendations for survey deployment strategies</li> <li>● best practices to integrate with social media</li> <li>● custom report development</li> <li>● data analysis &amp; interpretation of results</li> <li>● post-survey recommendations</li> </ul>	

PROFESSIONAL DEVELOPMENT SERVICES	Standard Price
<p><input checked="" type="checkbox"/> <b>TRAINING IN CUSTOMER SERVICE</b></p> <p>K12 <i>Insight</i> will provide on-site training for staff members from schools and/or departments on <b>best Practices in Customer Service</b>. The program helps staff develop the skills and strategies necessary to provide an exceptional experience for all customers. School and department representatives will receive strategies and materials needed to train staff in their school/department on these best practices.</p>	

**DATA WORKSHOP SERVICES**

Standard Price

**MAKING FEEDBACK MATTER WORKSHOP**

K12 *Insight's* **Making Feedback Matter** workshop is a hands-on workshop designed to walk staff through survey results via a four-step process to review, analyze and interpret findings to create goals and action plans for school and/or district improvement plans.

**Each workshop includes:**

- A reproducible data workshop protocol
- Discussion questions
- Root cause analysis process
- Handouts & activity templates
- Travel costs for up to 2 on-site Facilitators



**FOCUS GROUP SERVICES**

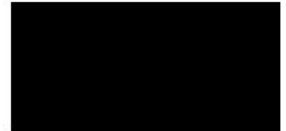
Standard Price

**FOCUS GROUP SESSION**

K12 *Insight's* Client Success team will work with district leadership to identify study goals, topics and a participant selection strategy to develop and implement a focus group study.

**Each session includes:**

- A protocol for each participant group
- Participant recruitment and selection
- Data analysis and summary report
- Awareness and communications campaigns
- Travel costs for up to 2 on-site Facilitators



Focus Group Topic: **IDENTIFY TOPIC [or remove]**

**YEAR ONE SERVICES: 00/00/2022 to 00/00/2023**

**Engage Platform Services**

Quantity	Service	Price	Unit	Cost
0	Subscription to Engage Plus (supports up to 3 users)			
0	Enterprise Subscription to Engage			
0	Additional Users			
<b>TOTAL for Engage Services</b>				

**YEAR ONE SERVICES: 00/00/2022 to 00/00/2023**

**Let's Talk! Platform Services**

Quantity	Service	Price	Unit	Cost
0	Subscription to Let's Talk! Platform (department-level)			

0	Subscription to Let's Talk! Platform (district-level)			
0	Subscription to Let's Talk! Platform (minimum)			
0	On-Site Let's Talk! Training			
0	Travel to District			
<b>TOTAL for Let's Talk! Services</b>				

YEAR ONE SERVICES: 00/00/2022 to 00/00/2023				
Managed Survey Study Services				
Quantity	Service	Price	Unit	Cost
0	Survey Study, Reports and Communication Campaign			
0	Additional Respondent Groups			
0	Additional Language Translation			
0	Additional System Reports			
0	Data Entry for Paper Surveys			
0	Advisory Services			
0	Custom School Board Presentation			
<b>TOTAL for Managed Survey Services</b>				

YEAR ONE SERVICES: 00/00/2022 to 00/00/2023				
Professional Development Services				
Quantity	Service	Price	Unit	Cost
0	Training in Customer Service			
<b>TOTAL for Professional Development Services</b>				

YEAR ONE SERVICES: 00/00/2022 to 00/00/2023				
Data Workshop Services				
Quantity	Service	Price	Unit	Cost
0	Making Feedback Matter Workshop			
<b>TOTAL for Data Workshop Services</b>				

**YEAR ONE SERVICES: 00/00/2022 to 00/00/2023**

<b>Focus Group Services</b>			
<b>Quantity</b>	<b>Service</b>		
0	Focus Group Session ( <i>up to 3 sessions per day</i> )		
<b>TOTAL for Focus Group Services</b>			

BILLING CONTACT			
Name			
Title			
Email			
Phone		Fax	

**ORDER CONFIRMATION**

This Sales Order Form is subject to and governed by the Terms of Service (v1.20) located here: [www.k12insight.com/terms-of-service/1.20](http://www.k12insight.com/terms-of-service/1.20), and any addenda attached. No other terms apply to K12 *Insight's* services, unless attached herein and agreed to. Client has received, read, and understood all terms applicable to K12 *Insight's* services, attached. Where applicable, Client has pre-audited this Order in the manner required by all applicable state and local laws. Client representative below hereby represents to have the authority to engage these services on behalf of Client.

**AUTHORIZED SIGNATURES**

Executed for and on behalf of the Client by:

Client Signature			
Name		Date	
Title		Email	
Phone		Fax	

For and on behalf of K12 *Insight* LLC, a division of Zarca Interactive, by:

K12 <i>Insight</i> Signature			
Name	Adam Dean	Date	
Title	VP of Finance		

K12 <i>INSIGHT</i> INTERNAL USE ONLY					
Prepared	[PREPARER NAME] 00/00/2022	Reviewed	[SALES NAME] 00/00/2022	Approved	[MANAGER NAME] 00/00/2022

**i. Is pricing available for all products and services?**

All pricing is available in the price list above.

**ii. Describe any shipping charges.**

K12 *Insight* does not provide services that require shipment.

**iii. Provide pricing for warranties on all products and services.**

K12 *Insight* does not provide services that require a warranty.

**iv. Describe any return and restocking fees.**

K12 *Insight* products cannot be returned or restocked as they are subscription-based or services.

**v. Describe any additional discounts, volume purchases, special offers, promotions or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

Discounts are available for districts that sign multi-year agreements and pay the entire contract value up front.

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

Customers can refer to the pricing sheet provided within this proposal

**vii. Describe payment methods offered.**

K12 *Insight* offers the following payment methods: cash, check, credit card, and ACH and wire transfers.

**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.**

K12 *Insight* publishes rate card prices annually for pre-existing products. Adjustments to the rate card are based on internal, market and economic factors. Discounts are calculated as a percentage of total price and are based on Contract Volume, Contract Duration and Payment Terms. Discount logic does not change annually. Current client price adjustments during the renewal process happen on a case by case basis.



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

K12 *Insight* releases new products and features on a well-defined release schedule. Each release is supported by an activation plan that includes a range of activities to bring these products and features to market. Included in the activation plan are additions or changes to the rate card for these optional new products and features. As an example, our Let's Talk software product pricing is based on a value metric (student count) and any additions or changes to the rate card as part of the product activation plan are reflected as optional increases in the rate per student.

**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**

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

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### **Tab 3: Performance Capability**

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

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

*K12 Insight* acknowledges this request.

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

Included

**iv. Describe how Offeror responds to emergency orders.**

*K12 Insight* responds to rushed or emergency orders immediately. In partnership with the district, we can implement based on the district's timeline.

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

*K12 Insight* meets all service requirements through their Client Success team and service desk. We do not have a warranty as our products are software or service based.

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

Our customer service department operates from 8:30 a.m. to 8 p.m. EST. Most of our support is based in our Virginia headquarters and in California.

**vii. 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.**

We invoice clients upon receipt of signed contract and our payments are due net 30. We do not charge any additional fees.

**viii. Describe Offeror’s contract implementation/customer transition plan.**

Upon completion of the contract process, the customer is transitioned from Sales to our Client Success team where they will work closely with our Vice President of Client Success and a Customer Success Manager and/or Researcher. All information gleaned from the Sales process is provided to the Client Success team to ensure a smooth transition.

**ix. Describe the financial condition of Offeror.**

*K12 Insight* is extremely financially healthy and secure.

**x. Provide a website link in order to review website ease of use, availability, and capabilities related to.**

<http://www.k12insight.com>

**Describe the website’s capabilities and functionality.**

Our website — [k12insight.com](http://www.k12insight.com) — features informational pages about our products and services, as well as a broad range of resources and case studies. We also have a blog where we regularly provide insights on survey research, customer experience, equity, social-emotional learning and more to help school leaders succeed.

**xi. Describe the Offeror’s safety record.**

*K12 Insight* has a perfect safety record with no past incidents.

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## **Tab 4: Qualification & Experience**

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

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

Corporate office location:

K12 Insight

2291 Wood Oak Dr., Suite 300

Herndon, VA, 20171

**ii. Describe Offeror’s reputation in the marketplace.**

K12 *Insight* is known for its expertise in improving the customer service within school districts using surveys and research, a powerful customer experience platform and chatbot, and professional development.

With its industry leading solutions, K12 *Insight* has helped hundreds of school districts nationwide improve community engagement, generate public support for key initiatives, and provide exceptional experiences for families, students, teachers and staff. This includes Fort Bend ISD, Houston, ISD, and Katy ISD.

K12 *Insight* also is a partner to some of the leading educational organizations, including Education Research and Development Institute, National School Board Association, National School Public Relations Association, Council of Great City Schools and Texas Association of School Administrators.

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

K12 *Insight* gives school leaders the tools, training and data to instill a customer service-conscious culture in their schools through Let’s Talk!, Engage, Managed Research and Professional Development.

Let’s Talk! — a customer experience platform designed by K12 Insight — helps districts deliver remarkable experiences. It is used by over 200 school districts — including Ft. Bend ISD, Houston ISD, and Austin ISD. Let’s Talk! streamlines inbound communications — helping school leaders listen to community feedback and respond quickly to incoming dialogues, and providing deep insights and data into the perceptions and experiences of their communities.

Let’s Talk! Assistant is the first chatbot built specifically for K-12 school districts. It helps school leaders provide always-on customer service, create internal efficiencies and improve the customer experience, and

can connect users to a live agent, helping your families find the information they need if an answer online isn't immediately available. Our new Spanish feature helps school districts provide equitable customer service to Spanish-speaking families. This new feature has been implemented by the School District of Osceola County (Florida), Temecula Valley USD (California), Providence Public Schools (Rhode Island) and Virginia Beach City Public Schools (Virginia).

K12 *Insight's* Managed Research team partners with districts to provide the expertise and tools to garner feedback and data that identifies gaps and opportunities impacting school climate and culture. Our team of Ph.D. researchers support districts every step of the way — from project planning and survey promotion to reporting and analysis — and provide access to benchmarking data that help districts compare and analyze their school to similar districts. We've helped school districts such as Fairfax County Public Schools, Pinellas County Schools and Dallas ISD measure employee and student engagement, social-emotional learning, safety, equity, learning and academic program effectiveness; awareness of support services; and more.

K12 *Insight's* Professional Development services feature expert-led, interactive virtual and in-person customer service workshops. Our one-hour virtual live workshops help staff define exceptional customer service and the impact it has on the school experience, understand empathy, help build good rapport to leverage in customer interactions, listening to and uncovering customers' needs, and solving challenging problems.

#### **iv. Describe the experience and qualification of key employees.**

##### Suhail Farooqui, Chief Executive Officer

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

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

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

##### Krista Coleman, Chief Customer Officer

Krista Coleman is an education industry veteran and customer experience leader. As K12 *Insight's* chief

customer officer, Ms. Coleman brings more than 15 years of experience building and leading client-focused teams, with a solid track record of driving revenue and improving customer satisfaction within rising educational and marketing technology companies.

Ms. Coleman has spent the last decade helping school district leaders use and implement innovative technology solutions and brings invaluable leadership experience and a passion for the unique needs of K-12 school leaders.

Ms. Coleman has led a variety of business functions, including customer success, technical support, data, professional services, implementation and onboarding, product migrations, customer care and sales and marketing. Most recently, she served as SVP of customer experience at Illuminate Education, a leading provider of assessment and data and analytics software to schools. Prior to that, Ms. Coleman was SVP of customer success at data visualization software provider IO Education. She also held executive leadership positions at Adrylan Communications, Inc., where she served as COO, overseeing partnerships, marketing, client success, technical support, and sales.

#### Melissa Vazquez, Vice President of Client Success

As the Vice President of Client Success, Ms. Vazquez is responsible for all facets of the customer journey — including onboarding, service adoption and implementation, value realization, growth and retention. She passionately leads our client success managers who focus on collaboration and best practices for delivering a top-notch customer experience.

With over 20 years of leadership experience in K-12 education and technology, Ms. Vazquez has led high functioning implementation, training, professional services, learning and design, and customer success teams.

Prior to joining *K12 Insight*, Ms. Vazquez was the Senior Director of Customer Success at Restaurant 365 Software and the Vice President of Customer Success at Illuminate Education, Inc.

A former educator, Ms. Vazquez holds a bachelor's degree in Liberal Arts and Multiple Subject Teaching Credential from California State Polytechnic University-Pomona, and earned a master's degree from the University of La Verne as well as both a Literacy Specialist Credential and an Administrative Services Credential.

#### Jennifer Coisson, Ph.D., Head of Research

Dr. Jennifer Coisson has been with *K12 Insight* for five years. During her time on the research team, she has designed, implemented, analyzed, and presented data for a wide range of research projects, including



college and career readiness; diversity, equity, and inclusion; employee engagement; school quality; student engagement; strategic planning; and superintendent searches. She also has extensive experience facilitating focus groups and Making Feedback Matter workshops, as well as conducting program evaluations and building strategic plans.

Prior to working at K12 *Insight*, Dr. Coisson worked in higher education in a variety of roles, including academic coaching and advising; experiential education; institutional research; leadership and ethics; and substance abuse and counseling.

Dr. Coisson earned her Ph.D. in Educational Leadership from Florida Atlantic University. She has a Master of Education in Counselor Education from The Citadel Graduate College and a Bachelor of Arts in Communication from College of Charleston. She also has a graduate certificate in Student Affairs and is certified in Appreciative Advising.

#### Dr. Christine Wells, NBCT, Senior Director of Professional Learning and Research

Dr. Christine Wells has a solid foundation in public education, serving the first 16 years of her educational career in various district roles as a teacher at both the elementary and middle school levels, an instructional coach, building principal, and director for teaching and learning.

With her multifaceted experience, Dr. Wells brings an understanding to her work and to her clients that is uniquely empathetic and sensitive to the perspectives and needs of those in public K-12 education. Her customized approach combined with her research expertise make her contributions invaluable to district partners.

Dr. Wells has worked in a research and training capacity with K12 *Insight* since 2016. She has conducted numerous staff development sessions on school improvement, new teacher induction, professional mentoring, and district assessments. Her breadth of knowledge and background, her varied experience, plus her natural enthusiasm and passion make her a dynamic presenter who leads engaging and effective training sessions.

Most recently, Dr. Wells has focused her efforts at K12 *Insight* on providing our district partners with support and implementation efforts that specifically include keynotes, training as well as customer experience thought leadership, coaching and monitoring.

#### Adam Dean, Vice President of Finance

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

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

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

**v. Describe Offeror’s experience working with the government sector.**

Most of our customers are government and public education entities.

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

K12 *Insight* has not been involved in any of these activities.

**vii. Provide a minimum of 5 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.**

District / Client Name:	<b>Baltimore City Public Schools</b>
Address:	200 E. North Avenue, Baltimore, MD 21202
Contact Person:	Chris Wohn, Director Research-Achievement and Accountability Office
Phone Number:	410-396-8962
Email Address:	crwohn@bcps.k12.md.us
Date of Partnership Start:	February 2008
Description of Services:	Comprehensive feedback and stakeholder engagement solution: Engage
Annual Volume:	BCPS has an enterprise subscription to our Engage survey platform which allows them access to unlimited licenses to create and launch surveys and to run reports and analytics. Includes one on-site training sessions and two virtual dedicated training sessions.

District / Client Name:	<b>Eagle Mountain Saginaw Independent School District</b>
Address:	1200 N Old Decatur Rd, Fort Worth, TX 76179
Contact Person:	Megan Overman, Director of Communications
Phone Number:	817-232-0880
Email Address:	moverman@ems-isd.net

Date of Partnership Start:	December 2011
Description of Services:	Comprehensive feedback and stakeholder engagement solution: Let's Talk!, Managed Research, Engage
Annual Volume:	Eagle Mountain Saginaw partners with K12 <i>Insight</i> to deploy six surveys per year on a variety of different topics. In addition to surveys, the district utilizes K12 <i>Insight's</i> Engage platform and Let's Talk! to engage with their community from the central office all the way down to the school site level.

District / Client Name:	<b>Hewlett Woodmere Unified Free School District</b>
Address:	One Johnson Place, Woodmere, NY 11598
Contact Person:	Dr. Ralph Marino, Jr., Superintendent
Phone Number:	516-792-4800
Email Address:	rmarino@hewlett-woodmere.net
Date of Partnership Start:	December 2016
Description of Services:	Comprehensive feedback and stakeholder engagement solution: Managed Research
Annual Volume:	HWUFSD and K12 <i>Insight</i> partner to deploy four or five surveys per school year to their community, employees, staff and students to measure engagement, satisfaction and performance on strategic plan goals. HWUFSD also participates in two Making Feedback Matter workshops per year.

District / Client Name:	<b>Metro Nashville Public Schools</b>
Address:	2601 Bransford Ave., Nashville, TN 37204
Contact Person:	Dr. Christopher Barnes, Chief Human Resources Officer
Phone Number:	615-259-4636
Email Address:	Christopher.Barnes@mnps.org
Date of Partnership Start:	March 2021
Description of Services:	Comprehensive feedback and stakeholder engagement solution: Customer Service Professional Development
Annual Volume:	MNPS selected K12 <i>Insight</i> to provide K-12 education-specific customer service professional development for the entire human resource department staff. Training addresses communication methods, listening skills, problem-solving skills for difficult issues and best practices for resolving complaints.

District / Client Name:	<b>Pinellas County School District</b>
Address:	301 4th Street S.W. POB 2942, Largo, FL 33779
Contact Person:	Jennifer Dull
Phone Number:	(727) 588-6011
Email Address:	dullj@pcsb.org
Date of Partnership Start:	July 2019
Description of Services:	Comprehensive feedback and stakeholder engagement solution: Let's Talk!, Managed Research, Engage
Annual Volume:	PCS and K12 <i>Insight</i> partner together to administer four stakeholder surveys, one for parents/guardians, one for staff, one for elementary students, and one for secondary students. These surveys focus on district and school quality; parent, employee, and student engagement; social-emotional learning; and overall satisfaction. Pinellas also engages stakeholders with Let's Talk! and Engage.

District / Client Name:	<b>Fort Bend Independent School District</b>
Address:	16431 Lexington Blvd, Sugarland, TX 77479
Contact Person:	Veronica Sopher, Chief Communications Officer
Phone Number:	512-694-6853
Email Address:	Veronica.sopher@fortbendisd.com
Date of Partnership Start:	June 2013
Description of Services:	Comprehensive feedback and stakeholder engagement solution: Let's Talk!, Managed Research
Annual Volume:	Ft. Bend partners with K12 <i>Insight</i> to deploy eight surveys per year on a variety of different topics. The surveys focus on Employee Engagement, Equity, School Climate, and Family Exit. In addition to surveys, the district utilizes K12 <i>Insight's</i> Focus Groups and Let's Talk! to engage with their community.

District / Client Name:	<b>Fort Wayne Community Schools</b>
Address:	1200 S. Clinton Street Fort Wayne, IN 46802
Contact Person:	Krista Stockman, Public Information Officer
Phone Number:	260-467-2022
Email Address:	Krista.Stockman@fwcs.k12.in.us
Date of Partnership Start:	March 2011
Description of Services:	Comprehensive feedback and stakeholder engagement solution: Let's Talk!, Managed Research, Engage
Annual Volume:	Fort Wayne and K12 <i>Insight</i> partner to deploy four surveys to various

	stakeholder groups per year. Fort Wayne is one of our longest-standing Let's Talk! and Engage users.
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## **Tab 5: Value Add**

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

All K12 Insight products and services have been listed in Tab 1. Contract, Signature Forms, and General Terms and Conditions Acceptance Form of Contents.

The K12 *Insight* Terms of Service are provided as an attachment.

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## **Tab 6: Additional Required Documents**

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**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.)*

8/4/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Signature & Title  
VP of Finance

**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**

K12 Insight LLC

**Contact**

**Signature**

Adam Dean

2291 Wood Oak Drive, #300

**Printed Name**

VP of Finance

Herndon, VA 20171

**Address**

**Position with Company**

**Official  
Authorizing  
Proposal**

**Signature**

**Printed Name**

**Phone**

**Position with Company**

**Fax**

## 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](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](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>

**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, Adam Dean, as an authorized representative of

K12 Insight LLC, 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

8/4/21  
\_\_\_\_\_  
Date

## Appendix D



### **Requirements for National Cooperative Contract To Be Administered by OMNIA Partners**

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

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

**Exhibit A**  
**Response for National Cooperative Contract**

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**1.0 Scope of National Cooperative Contract**

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

**1.1 Requirement**

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

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

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

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

## **1.2 Marketing, Sales and Administrative Support**

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

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

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

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

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

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

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



- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

### **1.3 Estimated Volume**

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

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the

Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

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

### **1.5 Objectives of Cooperative Program**

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

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

## **2.0 REPRESENTATIONS AND COVENANTS**

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

### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

### **2.2 Pricing Commitment**

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

### 2.3 Sales Commitment

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

## 3.0 SUPPLIER RESPONSE

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

### 3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
  - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. 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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
  - a. Minority Women Business Enterprise  
 Yes     No  
If yes, list certifying agency: \_\_\_\_\_
  - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  
 Yes     No

If yes, list certifying agency: \_\_\_\_\_

c. Historically Underutilized Business (HUB)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

e. Other recognized diversity certificate holder

Yes  No

If yes, list certifying agency: \_\_\_\_\_

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

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

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.

L. Describe any debarment or suspension actions taken against supplier

### 3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

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.

C. Describe how Participating Agencies are ensured 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.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

### **3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - 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 team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement 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 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 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.
  - 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 internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo;

- Copy of original Request for Proposal;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. 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.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- 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. All sales materials are to use the OMNIA Partners 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
- 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
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts
- 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

- 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.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners 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

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

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
  - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
  - 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 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).
- 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.



**Exhibit B**  
**Administration Agreement, Example**

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and \_\_\_\_\_ ("**Supplier**").

**RECITALS**

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

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

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

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

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

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

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

**DEFINITIONS**

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

**TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the

solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

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

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

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

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

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of

being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **TERM OF AGREEMENT; TERMINATION**

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

### **NATIONAL PROMOTION**

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

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

### **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

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

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

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

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners’ sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners’ reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners’ costs and expenses related to such audit.

## **GENERAL PROVISIONS**

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

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

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

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

A. OMNIA Partners:

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

B. Supplier:

K12 Insight LLC  
2291 Wood Oak Drive, #300  
Herndon, VA 20171

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

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

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

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

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

parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**[K12 Insight LLC]**

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

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Signature

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Name

---

Title

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Date

---

Signature

Sarah Vavra

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Name

Sr. Vice President, Public Sector  
Contracting

---

Title

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Date

**Exhibit C**  
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public

Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.



11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**

**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**  
**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title and Agency Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah E. Vavra

\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector Contracting

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit D**  
**Principal Procurement Agency Certificate, Example**

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**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [**NAME OF PPA**] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [**NAME OF PPA**] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [**PRINCIPAL PROCUREMENT AGENCY**]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Exhibit F**  
**Federal Funds Certifications**

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

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**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.

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**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 \$250,000, 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.

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**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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."**

(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 \_\_\_\_\_ 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 \_\_\_\_\_ 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

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

Does offeror agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES

Initials of Authorized Representative of offeror

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

Does offeror agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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: K12 Insight LLC

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

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

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

Email Address: adean@k12insight.com

Signature of Authorized Representative: \_\_\_\_\_ Date: 8/4/21

## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) 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 Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

### **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 the Participating Public Agency 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.

### **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.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA 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 the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency 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 the Participating Public Agency, 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 the Participating Public Agency 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 the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency 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:**

The Participating Public Agency 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.

- a. 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.**
- b. 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.

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

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

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

5. Contract Work Hours and SafetyStandards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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.
- c. 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.

- d. 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.
- e. 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.

- a. 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."

- b. 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.
  - c. 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.

- a. 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.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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).
- c. 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](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. 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.
- e. 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:

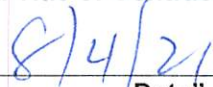
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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, K12 Insight LLC \_\_\_\_\_, 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**

**Adam Dean, VP of Finance**  
\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

  
\_\_\_\_\_  
**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 will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

#### 14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. 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 FEMA Special Conditions section of this solicitation.**

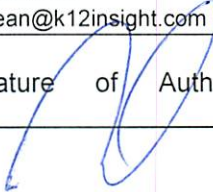
Offeror’s Name:  
K12 Insight LLC

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

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

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

Email Address:  
adean@k12insight.com

Signature of Authorized Representative:  Date: 8/4/21

**Exhibit G**  
**New Jersey Business Compliance**

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**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' 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.



**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of**

**Organization:** K12 Insight LLC

**Organization**

**Address:** 2291 Wood Oak Drive, #300 Herndon, VA 20171

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)  Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Zarca Interactive Inc.	2291 Wood Oak Drive, #300 Herndon, VA 20171
Sean McManus	PO Box 3010 La Mesa, CA 91944

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**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

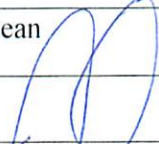
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Suhail Farooqui Hamid Farooqui	10288 Johns Hollow Road Vienna, VA 22182 10288 Johns Hollow Road Vienna VA 22182
Shuaib Farooqui	3902 Meredith Drive Greensboro, NC 27408
Shakil Ahmed	24 Running Cedar Road Princeton, NJ 08540

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Adam Dean	Title:	VP of Finance
Signature:		Date:	8/4/21

DOC #2

**NON-COLLUSION AFFIDAVIT**

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	<b>NON-COLLUSION AFFIDAVIT</b>
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of municipality) (name of affiant)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder 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 named project; and that all statements  
contained in said proposal and in this affidavit are true and correct, and made with full  
knowledge that the \_\_\_\_\_ relies upon the truth of  
the statements contained in said Proposal  
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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  
\_\_\_\_\_.

Subscribed and sworn to

before me this day

Signature \_\_\_\_\_

\_\_\_\_\_, 2 \_\_\_\_\_

(Type or print name of affiant under signature)

Notary public of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Seal)

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

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**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.*

\_\_\_\_\_

**Date**

**Authorized Signature and Title**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of 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).

A handwritten signature in blue ink, consisting of several overlapping loops, positioned above a horizontal line.

---

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](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](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**

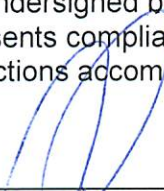
Required Pursuant to N.J.S.A. 19:44A-20.26

**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:	K12 Insight LLC		
Address:	2291 Wood Oak Drive. #300		
City:	Herndon	State:VA	Zip:20171

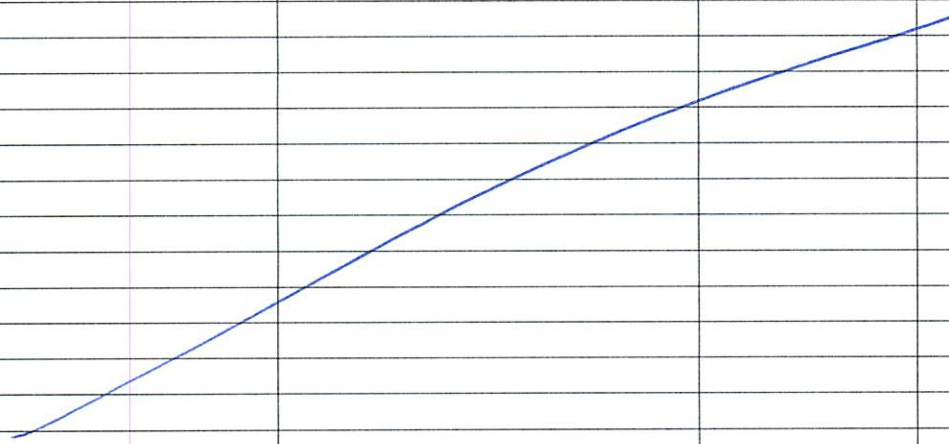
The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Adam Dean	VP of Finance
Signature	Printed Name	Title

**Part II – Contribution Disclosure**

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
			

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

**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.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

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

Check the box that represents the type of business organization:

- Partnership  Corporation  Sole Proprietorship
 Limited Partnership  Limited Liability Corporation  Limited Liability Partnership
 Subchapter S Corporation

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

Stockholders:

Table with 2 columns: Name, Home Address. Row 1: Name: Zarca Interactive Inc., Home Address: 2291 Wood Oak Drive, Suite 300 Herndon, VA 20171; Name: Sean McManus, Home Address: PO Box 3010 La Mesa, CA 91944.

Subscribed and sworn before me this 11 day of August, 2021

(Notary Public)

My Commission expires: APR 30, 2025

Handwritten signature of Adam Dean, Affiant, VP at Finance. (Corporate Seal)

RUJUTA RAJESH SACHANIA
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES APR. 30, 2025
COMMISSION # 7721000

**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](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

DOC #7

**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.

<https://www.njportal.com/DOR/BusinessRegistration/>

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: ADAM Dean Title: VP of Finance  
Signature:  Date: 8/4/21



DOC #9  
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: \_\_\_\_\_

VENDOR/BIDDER: \_\_\_\_\_

**VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such 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.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature  
Adam Dean VP of Finance

Date

8/4/21

PRINT NAME AND TITLE

**Exhibit H**  
**Advertising Compliance Requirement**

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

**Nationwide:**

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

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

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION  
DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR

CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT

ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT

LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT

RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF  
TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT

COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

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

**TO:**

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE  
EXTENSION DISTRICT, OR  
ALDER CREEK-BARLOW WATER DISTRICT NO.  
29, OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT  
DISTRICT, OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD  
DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT  
COMPANY, OR  
APPLEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY  
DISTRICT, OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT,  
OR  
AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR  
AZALEA R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR  
BAKER R.F.P.D., OR

BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT, OR  
BAKER VALLEY S.W.C.D., OR  
BAKER VALLEY VECTOR CONTROL DISTRICT,  
OR  
BANDON CRANBERRY WATER CONTROL  
DISTRICT, OR  
BANDON R.F.P.D., OR  
BANKS FIRE DISTRICT, OR  
BANKS FIRE DISTRICT #13, OR  
BAR L RANCH ROAD DISTRICT, OR  
BARLOW WATER IMPROVEMENT DISTRICT, OR  
BASIN AMBULANCE SERVICE DISTRICT, OR  
BASIN TRANSIT SERVICE TRANSPORTATION  
DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BAY AREA HEALTH DISTRICT, OR  
BAYSHORE SPECIAL ROAD DISTRICT, OR  
BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
BEAVER CREEK WATER CONTROL DISTRICT,  
OR  
BEAVER DRAINAGE IMPROVEMENT COMPANY,  
INC., OR  
BEAVER SLOUGH DRAINAGE DISTRICT, OR  
BEAVER SPECIAL ROAD DISTRICT, OR  
BEAVER WATER DISTRICT, OR  
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD  
DISTRICT, OR  
BEND METRO PARK AND RECREATION  
DISTRICT  
BENTON S.W.C.D., OR  
BERNDT SUBDIVISION WATER IMPROVEMENT  
DISTRICT, OR  
BEVERLY BEACH WATER DISTRICT, OR  
BIENVILLE PARISH FIRE PROTECTION  
DISTRICT 6, LA  
BIG BEND IRRIGATION DISTRICT, OR  
BIGGS SERVICE DISTRICT, OR  
BLACK BUTTE RANCH DEPARTMENT OF  
POLICE SERVICES, OR  
BLACK BUTTE RANCH R.F.P.D., OR  
BLACK MOUNTAIN WATER DISTRICT, OR  
BLODGETT-SUMMIT R.F.P.D., OR  
BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
BLUE RIVER PARK & RECREATION DISTRICT,  
OR  
BLUE RIVER WATER DISTRICT, OR  
BLY R.F.P.D., OR  
BLY VECTOR CONTROL DISTRICT, OR  
BLY WATER AND SANITARY DISTRICT, OR  
BOARDMAN CEMETERY MAINTENANCE  
DISTRICT, OR  
BOARDMAN PARK AND RECREATION DISTRICT  
BOARDMAN R.F.P.D., OR  
BONANZA BIG SPRINGS PARK & RECREATION  
DISTRICT, OR  
BONANZA MEMORIAL PARK CEMETERY  
DISTRICT, OR  
BONANZA R.F.P.D., OR  
BONANZA-LANGELL VALLEY VECTOR  
CONTROL DISTRICT, OR  
BORING WATER DISTRICT #24, OR  
BOULDER CREEK RETREAT SPECIAL ROAD  
DISTRICT, OR  
BRIDGE R.F.P.D., OR  
BROOKS COMMUNITY SERVICE DISTRICT, OR

BROWNSVILLE R.F.P.D., OR  
BUELL-RED PRAIRIE WATER DISTRICT, OR  
BUNKER HILL R.F.P.D. #1, OR  
BUNKER HILL SANITARY DISTRICT, OR  
BURLINGTON WATER DISTRICT, OR  
BURNT RIVER IRRIGATION DISTRICT, OR  
BURNT RIVER S.W.C.D., OR  
CALAPOOIA R.F.P.D., OR  
CAMAS VALLEY R.F.P.D., OR  
CAMELLIA PARK SANITARY DISTRICT, OR  
CAMMANN ROAD DISTRICT, OR  
CAMP SHERMAN ROAD DISTRICT, OR  
CANBY AREA TRANSIT, OR  
CANBY R.F.P.D. #62, OR  
CANBY UTILITY BOARD, OR  
CANNON BEACH R.F.P.D., OR  
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT,  
OR  
CAPE FERRELO R.F.P.D., OR  
CAPE FOULWEATHER SANITARY DISTRICT, OR  
CARLSON PRIMROSE SPECIAL ROAD  
DISTRICT, OR  
CARMEL BEACH WATER DISTRICT, OR  
CASCADE VIEW ESTATES TRACT 2, OR  
CEDAR CREST SPECIAL ROAD DISTRICT, OR  
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
CENTRAL CASCADES FIRE AND EMS, OR  
CENTRAL CITY ECONOMIC OPPORTUNITY  
CORP, LA  
CENTRAL LINCOLN P.U.D., OR  
CENTRAL OREGON COAST FIRE & RESCUE  
DISTRICT, OR  
CENTRAL OREGON INTERGOVERNMENTAL  
COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT, OR  
CHAPARRAL WATER CONTROL DISTRICT, OR  
CHARLESTON FIRE DISTRICT, OR  
CHARLESTON SANITARY DISTRICT, OR  
CHARLOTTE ANN WATER DISTRICT, OR  
CHEHALEM PARK & RECREATION DISTRICT,  
OR  
CHEHALEM PARK AND RECREATION DISTRICT  
CHEMULT R.F.P.D., OR  
CHENOWITH WATER P.U.D., OR  
CHERRIOTS, OR  
CHETCO COMMUNITY PUBLIC LIBRARY  
DISTRICT, OR  
CHILOQUIN VECTOR CONTROL DISTRICT, OR  
CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
CHR DISTRICT IMPROVEMENT COMPANY, OR  
CHRISTMAS VALLEY DOMESTIC WATER  
DISTRICT, OR  
CHRISTMAS VALLEY PARK & RECREATION  
DISTRICT, OR  
CHRISTMAS VALLEY R.F.P.D., OR  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
CLACKAMAS COUNTY SERVICE DISTRICT #1,  
OR  
CLACKAMAS COUNTY VECTOR CONTROL  
DISTRICT, OR  
CLACKAMAS RIVER WATER  
CLACKAMAS RIVER WATER, OR  
CLACKAMAS S.W.C.D., OR

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

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

ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR  
ELGIN HEALTH DISTRICT, OR  
ELGIN R.F.P.D., OR  
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR  
ELKTON R.F.P.D., OR  
EMERALD P.U.D., OR  
ENTERPRISE IRRIGATION DISTRICT, OR  
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR  
ESTACADA R.F.P.D. #69, OR  
EUGENE R.F.P.D. # 1, OR  
EUGENE WATER AND ELECTRIC BOARD  
EVANS VALLEY FIRE DISTRICT #6, OR  
FAIR OAKS R.F.P.D., OR  
FAIRVIEW R.F.P.D., OR  
FAIRVIEW WATER DISTRICT, OR  
FALCON HEIGHTS WATER AND SEWER, OR  
FALCON-COVE BEACH WATER DISTRICT, OR  
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
FARGO INTERCHANGE SERVICE DISTRICT, OR  
FARMERS IRRIGATION DISTRICT, OR  
FAT ELK DRAINAGE DISTRICT, OR  
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR  
FOR FAR ROAD DISTRICT, OR  
FOREST GROVE R.F.P.D., OR  
FOREST VIEW SPECIAL ROAD DISTRICT, OR  
FORT ROCK-SILVER LAKE S.W.C.D., OR  
FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
FOX CEMETERY MAINTENANCE DISTRICT, OR  
GARDINER R.F.P.D., OR  
GARDINER SANITARY DISTRICT, OR  
GARIBALDI R.F.P.D., OR  
GASTON R.F.P.D., OR  
GATES R.F.P.D., OR  
GEARHART R.F.P.D., OR  
GILLIAM S.W.C.D., OR  
GLENDALE AMBULANCE DISTRICT, OR  
GLENDALE R.F.P.D., OR  
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
GLENEDEN SANITARY DISTRICT, OR  
GLENWOOD WATER DISTRICT, OR  
GLIDE - IDLEYLD SANITARY DISTRICT, OR  
GLIDE R.F.P.D., OR  
GOLD BEACH - WEDDERBURN R.F.P.D., OR  
GOLD HILL IRRIGATION DISTRICT, OR  
GOLDFINCH ROAD DISTRICT, OR  
GOSHEN R.F.P.D., OR  
GOVERNMENT CAMP ROAD DISTRICT, OR  
GOVERNMENT CAMP SANITARY DISTRICT, OR  
GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
GRAND RONDE SANITARY DISTRICT, OR  
GRANT COUNTY TRANSPORTATION DISTRICT, OR  
GRANT S.W.C.D., OR  
GRANTS PASS IRRIGATION DISTRICT, OR  
GREATER BOWEN VALLEY R.F.P.D., OR  
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR



GREATER TOLEDO POOL RECREATION DISTRICT, OR  
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
GREEN SANITARY DISTRICT, OR  
GREENACRES R.F.P.D., OR  
GREENBERRY IRRIGATION DISTRICT, OR  
GREENSPRINGS RURAL FIRE DISTRICT, OR  
HAHLEN ROAD SPECIAL DISTRICT, OR  
HAINES CEMETERY MAINTENANCE DISTRICT, OR  
HAINES FIRE PROTECTION DISTRICT, OR  
HALSEY-SHEDD R.F.P.D., OR  
HAMLET R.F.P.D., OR  
HARBOR R.F.P.D., OR  
HARBOR SANITARY DISTRICT, OR  
HARBOR WATER P.U.D., OR  
HARNEY COUNTY HEALTH DISTRICT, OR  
HARNEY S.W.C.D., OR  
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
HARRISBURG FIRE AND RESCUE, OR  
HAUSER R.F.P.D., OR  
HAZELDELL RURAL FIRE DISTRICT, OR  
HEBO JOINT WATER-SANITARY AUTHORITY, OR  
HECETA WATER P.U.D., OR  
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
HELIX PARK & RECREATION DISTRICT, OR  
HELIX R.F.P.D. #7-411, OR  
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
HEPPNER R.F.P.D., OR  
HEPPNER WATER CONTROL DISTRICT, OR  
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR  
HERMISTON CEMETERY DISTRICT, OR  
HERMISTON IRRIGATION DISTRICT, OR  
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR  
HIGH DESERT PARK & RECREATION DISTRICT, OR  
HIGHLAND SUBDIVISION WATER DISTRICT, OR  
HONOLULU INTERNATIONAL AIRPORT  
HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR  
HOOD RIVER S.W.C.D., OR  
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR  
HOODLAND FIRE DISTRICT #74  
HOODLAND FIRE DISTRICT #74, OR  
HORSEFLY IRRIGATION DISTRICT, OR  
HOSKINS-KINGS VALLEY R.F.P.D., OR  
HOUSING AUTHORITY OF PORTLAND  
HUBBARD R.F.P.D., OR  
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR  
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
ICE FOUNTAIN WATER DISTRICT, OR  
IDAHO POINT SPECIAL ROAD DISTRICT, OR  
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR  
ILLINOIS VALLEY FIRE DISTRICT  
ILLINOIS VALLEY R.F.P.D., OR  
ILLINOIS VALLEY S.W.C.D., OR

IMBLER R.F.P.D., OR  
INTERLACHEN WATER P.U.D., OR  
IONE LIBRARY DISTRICT, OR  
IONE R.F.P.D. #6-604, OR  
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
IRONSIDE RURAL ROAD DISTRICT #5, OR  
IRRIGON PARK & RECREATION DISTRICT, OR  
IRRIGON R.F.P.D., OR  
ISLAND CITY AREA SANITATION DISTRICT, OR  
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR  
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
JACKSON COUNTY FIRE DISTRICT #3, OR  
JACKSON COUNTY FIRE DISTRICT #4, OR  
JACKSON COUNTY FIRE DISTRICT #5, OR  
JACKSON COUNTY LIBRARY DISTRICT, OR  
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
JACKSON S.W.C.D., OR  
JASPER KNOLLS WATER DISTRICT, OR  
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR  
JEFFERSON COUNTY FIRE DISTRICT #1, OR  
JEFFERSON COUNTY LIBRARY DISTRICT, OR  
JEFFERSON COUNTY S.W.C.D., OR  
JEFFERSON PARK & RECREATION DISTRICT, OR  
JEFFERSON R.F.P.D., OR  
JOB'S DRAINAGE DISTRICT, OR  
JOHN DAY WATER DISTRICT, OR  
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR  
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
JORDAN VALLEY CEMETERY DISTRICT, OR  
JORDAN VALLEY IRRIGATION DISTRICT, OR  
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR  
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
JOSEPHINE COUNTY 911 AGENCY, OR  
JUNCTION CITY R.F.P.D., OR  
JUNCTION CITY WATER CONTROL DISTRICT, OR  
JUNIPER BUTTE ROAD DISTRICT, OR  
JUNIPER CANYON WATER CONTROL DISTRICT, OR  
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR  
JUNIPER FLAT R.F.P.D., OR  
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR  
KEATING R.F.P.D., OR  
KEATING S.W.C.D., OR  
KEIZER R.F.P.D., OR  
KELLOGG RURAL FIRE DISTRICT, OR  
KENO IRRIGATION DISTRICT, OR  
KENO PINES ROAD DISTRICT, OR  
KENO R.F.P.D., OR  
KENT WATER DISTRICT, OR  
KERBY WATER DISTRICT, OR  
K-GB-LB WATER DISTRICT, OR  
KILCHIS WATER DISTRICT, OR  
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
KLAMATH BASIN IMPROVEMENT DISTRICT, OR

KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR  
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR  
KLAMATH COUNTY FIRE DISTRICT #1, OR  
KLAMATH COUNTY FIRE DISTRICT #3, OR  
KLAMATH COUNTY FIRE DISTRICT #4, OR  
KLAMATH COUNTY FIRE DISTRICT #5, OR  
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR  
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR  
KLAMATH DRAINAGE DISTRICT, OR  
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR  
KLAMATH INTEROPERABILITY RADIO GROUP, OR  
KLAMATH IRRIGATION DISTRICT, OR  
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR  
KLAMATH S.W.C.D., OR  
KLAMATH VECTOR CONTROL DISTRICT, OR  
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR  
LA GRANDE R.F.P.D., OR  
LA PINE PARK & RECREATION DISTRICT, OR  
LA PINE R.F.P.D., OR  
LABISH VILLAGE SEWAGE & DRAINAGE, OR  
LACOMB IRRIGATION DISTRICT, OR  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFORCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
LAIDLAW WATER DISTRICT, OR  
LAKE CHINOOK FIRE & RESCUE, OR  
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
LAKE COUNTY LIBRARY DISTRICT, OR  
LAKE CREEK R.F.P.D. - JACKSON, OR  
LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
LAKE DISTRICT HOSPITAL, OR  
LAKE GROVE R.F.P.D. NO. 57, OR  
LAKE GROVE WATER DISTRICT, OR  
LAKE LABISH WATER CONTROL DISTRICT, OR  
LAKE POINT SPECIAL ROAD DISTRICT, OR  
LAKESIDE R.F.P.D. #4, OR  
LAKESIDE WATER DISTRICT, OR  
LAKEVIEW R.F.P.D., OR  
LAKEVIEW S.W.C.D., OR  
LAMONTAI IMPROVEMENT DISTRICT, OR  
LANE FIRE AUTHORITY, OR  
LANE LIBRARY DISTRICT, OR  
LANE TRANSIT DISTRICT, OR  
LANGELL VALLEY IRRIGATION DISTRICT, OR  
LANGLOIS PUBLIC LIBRARY, OR  
LANGLOIS R.F.P.D., OR  
LANGLOIS WATER DISTRICT, OR  
LAZY RIVER SPECIAL ROAD DISTRICT, OR  
LEBANON AQUATIC DISTRICT, OR  
LEBANON R.F.P.D., OR  
LEWIS & CLARK R.F.P.D., OR  
LINCOLN COUNTY LIBRARY DISTRICT, OR  
LINCOLN S.W.C.D., OR  
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR  
LINN S.W.C.D., OR  
LITTLE MUDDY CREEK WATER CONTROL, OR

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

MEDFORD R.F.P.D. #2, OR  
MEDFORD WATER COMMISSION  
MEDICAL SPRINGS R.F.P.D., OR  
MELHEUR COUNTY JAIL, OR  
MERLIN COMMUNITY PARK DISTRICT, OR  
MERRILL CEMETERY MAINTENANCE DISTRICT,  
OR  
MERRILL PARK DISTRICT, OR  
MERRILL R.F.P.D., OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION  
COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MID COUNTY CEMETERY MAINTENANCE  
DISTRICT, OR  
MID-COLUMBIA FIRE AND RESCUE, OR  
MIDDLE FORK IRRIGATION DISTRICT, OR  
MIDLAND COMMUNITY PARK, OR  
MIDLAND DRAINAGE IMPROVEMENT DISTRICT,  
OR  
MILES CROSSING SANITARY SEWER DISTRICT,  
OR  
MILL CITY R.F.P.D. #2-303, OR  
MILL FOUR DRAINAGE DISTRICT, OR  
MILLICOMA RIVER PARK & RECREATION  
DISTRICT, OR  
MILLINGTON R.F.P.D. #5, OR  
MILO VOLUNTEER FIRE DEPARTMENT, OR  
MILTON-FREEWATER AMBULANCE SERVICE  
AREA HEALTH DISTRICT, OR  
MILTON-FREEWATER WATER CONTROL  
DISTRICT, OR  
MIROCO SPECIAL ROAD DISTRICT, OR  
MIST-BIRKENFELD R.F.P.D., OR  
MODOC POINT IRRIGATION DISTRICT, OR  
MODOC POINT SANITARY DISTRICT, OR  
MOHAWK VALLEY R.F.P.D., OR  
MOLALLA AQUATIC DISTRICT, OR  
MOLALLA R.F.P.D. #73, OR  
MONITOR R.F.P.D., OR  
MONROE R.F.P.D., OR  
MONUMENT CEMETERY MAINTENANCE  
DISTRICT, OR  
MONUMENT S.W.C.D., OR  
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
MORO R.F.P.D., OR  
MORROW COUNTY HEALTH DISTRICT, OR  
MORROW COUNTY UNIFIED RECREATION  
DISTRICT, OR  
MORROW S.W.C.D., OR  
MOSIER FIRE DISTRICT, OR  
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT,  
OR  
MT. ANGEL R.F.P.D., OR  
MT. HOOD IRRIGATION DISTRICT, OR  
MT. LAKE CEMETERY DISTRICT, OR  
MT. VERNON R.F.P.D., OR  
MULINO WATER DISTRICT #1, OR  
MULTNOMAH COUNTY DRAINAGE DISTRICT #1,  
OR  
MULTNOMAH COUNTY R.F.P.D. #10, OR  
MULTNOMAH COUNTY R.F.P.D. #14, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MYRTLE CREEK R.F.P.D., OR  
NEAH-KAH-NIE WATER DISTRICT, OR  
NEDONNA R.F.P.D., OR

NEHALEM BAY FIRE AND RESCUE, OR  
NEHALEM BAY HEALTH DISTRICT, OR  
NEHALEM BAY WASTEWATER AGENCY, OR  
NESIKA BEACH-OPHIR WATER DISTRICT, OR  
NESKOWIN REGIONAL SANITARY AUTHORITY,  
OR  
NESKOWIN REGIONAL WATER DISTRICT, OR  
NESTUCCA R.F.P.D., OR  
NETARTS WATER DISTRICT, OR  
NETARTS-OCEANSIDE R.F.P.D., OR  
NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
NEW BRIDGE WATER SUPPLY DISTRICT, OR  
NEW CARLTON FIRE DISTRICT, OR  
NEW ORLEANS REDEVELOPMENT AUTHORITY,  
LA  
NEW PINE CREEK R.F.P.D., OR  
NEWBERG R.F.P.D., OR  
NEWBERRY ESTATES SPECIAL ROAD  
DISTRICT, OR  
NEWPORT R.F.P.D., OR  
NEWT YOUNG DITCH DISTRICT IMPROVEMENT  
COMPANY, OR  
NORTH ALBANY R.F.P.D., OR  
NORTH BAY R.F.P.D. #9, OR  
NORTH CLACKAMAS PARKS & RECREATION  
DISTRICT, OR  
NORTH COUNTY RECREATION DISTRICT, OR  
NORTH DOUGLAS COUNTY FIRE & EMS, OR  
NORTH DOUGLAS PARK & RECREATION  
DISTRICT, OR  
NORTH GILLIAM COUNTY HEALTH DISTRICT,  
OR  
NORTH GILLIAM COUNTY R.F.P.D., OR  
NORTH LAKE HEALTH DISTRICT, OR  
NORTH LEBANON WATER CONTROL DISTRICT,  
OR  
NORTH LINCOLN FIRE & RESCUE DISTRICT #1,  
OR  
NORTH LINCOLN HEALTH DISTRICT, OR  
NORTH MORROW VECTOR CONTROL  
DISTRICT, OR  
NORTH SHERMAN COUNTY R.F.P.D, OR  
NORTH UNIT IRRIGATION DISTRICT, OR  
NORTHEAST OREGON HOUSING AUTHORITY,  
OR  
NORTHEAST WHEELER COUNTY HEALTH  
DISTRICT, OR  
NORTHERN WASCO COUNTY P.U.D., OR  
NORTHERN WASCO COUNTY PARK &  
RECREATION DISTRICT, OR  
NYE DITCH USERS DISTRICT IMPROVEMENT,  
OR  
NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
NYSSA RURAL FIRE DISTRICT, OR  
NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
OAK LODGE WATER SERVICES, OR  
OAKLAND R.F.P.D., OR  
OAKVILLE COMMUNITY CENTER, OR  
OCEANSIDE WATER DISTRICT, OR  
OCHOCO IRRIGATION DISTRICT, OR  
OCHOCO WEST WATER AND SANITARY  
AUTHORITY, OR  
ODELL SANITARY DISTRICT, OR  
OLD OWYHEE DITCH IMPROVEMENT DISTRICT,  
OR  
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT,  
OR

ONTARIO LIBRARY DISTRICT, OR  
ONTARIO R.F.P.D., OR  
OPHIR R.F.P.D., OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY  
SERVICES  
OREGON INTERNATIONAL PORT OF COOS  
BAY, OR  
OREGON LEGISLATIVE ADMINISTRATION  
OREGON OUTBACK R.F.P.D., OR  
OREGON POINT, OR  
OREGON TRAIL LIBRARY DISTRICT, OR  
OTTER ROCK WATER DISTRICT, OR  
OWW UNIT #2 SANITARY DISTRICT, OR  
OWYHEE CEMETERY MAINTENANCE DISTRICT,  
OR  
OWYHEE IRRIGATION DISTRICT, OR  
PACIFIC CITY JOINT WATER-SANITARY  
AUTHORITY, OR  
PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT,  
OR  
PALATINE HILL WATER DISTRICT, OR  
PALMER CREEK WATER DISTRICT  
IMPROVEMENT COMPANY, OR  
PANORAMIC ACCESS SPECIAL ROAD  
DISTRICT, OR  
PANTHER CREEK ROAD DISTRICT, OR  
PANTHER CREEK WATER DISTRICT, OR  
PARKDALE R.F.P.D., OR  
PARKDALE SANITARY DISTRICT, OR  
PENINSULA DRAINAGE DISTRICT #1, OR  
PENINSULA DRAINAGE DISTRICT #2, OR  
PHILOMATH FIRE AND RESCUE, OR  
PILOT ROCK CEMETERY MAINTENANCE  
DISTRICT #5, OR  
PILOT ROCK PARK & RECREATION DISTRICT,  
OR  
PILOT ROCK R.F.P.D., OR  
PINE EAGLE HEALTH DISTRICT, OR  
PINE FLAT DISTRICT IMPROVEMENT  
COMPANY, OR  
PINE GROVE IRRIGATION DISTRICT, OR  
PINE GROVE WATER DISTRICT-KLAMATH  
FALLS, OR  
PINE GROVE WATER DISTRICT-MAUPIN, OR  
PINE VALLEY CEMETERY DISTRICT, OR  
PINE VALLEY R.F.P.D., OR  
PINWOOD COUNTRY ESTATES SPECIAL  
ROAD DISTRICT, OR  
PIONEER DISTRICT IMPROVEMENT COMPANY,  
OR  
PISTOL RIVER CEMETERY MAINTENANCE  
DISTRICT, OR  
PISTOL RIVER FIRE DISTRICT, OR  
PLEASANT HILL R.F.P.D., OR  
PLEASANT HOME WATER DISTRICT, OR  
POCAHONTAS MINING AND IRRIGATION  
DISTRICT, OR  
POE VALLEY IMPROVEMENT DISTRICT, OR  
POE VALLEY PARK & RECREATION DISTRICT,  
OR  
POE VALLEY VECTOR CONTROL DISTRICT, OR  
POLK COUNTY FIRE DISTRICT #1, OR  
POLK S.W.C.D., OR  
POMPADOUR WATER IMPROVEMENT  
DISTRICT, OR

PONDEROSA PINES EAST SPECIAL ROAD  
DISTRICT, OR  
PORT OF ALSEA, OR  
PORT OF ARLINGTON, OR  
PORT OF ASTORIA, OR  
PORT OF BANDON, OR  
PORT OF BRANDON, OR  
PORT OF BROOKINGS HARBOR, OR  
PORT OF CASCADE LOCKS, OR  
PORT OF COQUILLE RIVER, OR  
PORT OF GARIBALDI, OR  
PORT OF GOLD BEACH, OR  
PORT OF HOOD RIVER, OR  
PORT OF MORGAN CITY, LA  
PORT OF MORROW, OR  
PORT OF NEHALEM, OR  
PORT OF NEWPORT, OR  
PORT OF PORT ORFORD, OR  
PORT OF PORTLAND, OR  
PORT OF SIUSLAW, OR  
PORT OF ST. HELENS, OR  
PORT OF THE DALLES, OR  
PORT OF TILLAMOOK BAY, OR  
PORT OF TOLEDO, OR  
PORT OF UMATILLA, OR  
PORT OF UMPQUA, OR  
PORT ORFORD CEMETERY MAINTENANCE  
DISTRICT, OR  
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
PORT ORFORD R.F.P.D., OR  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
POWDER R.F.P.D., OR  
POWDER RIVER R.F.P.D., OR  
POWDER VALLEY WATER CONTROL DISTRICT,  
OR  
POWERS HEALTH DISTRICT, OR  
PRAIRIE CEMETERY MAINTENANCE DISTRICT,  
OR  
PRINEVILLE LAKE ACRES SPECIAL ROAD  
DISTRICT #1, OR  
PROSPECT R.F.P.D., OR  
QUAIL VALLEY PARK IMPROVEMENT DISTRICT,  
OR  
QUEENER IRRIGATION IMPROVEMENT  
DISTRICT, OR  
RAINBOW WATER DISTRICT, OR  
RAINIER CEMETERY DISTRICT, OR  
RAINIER DRAINAGE IMPROVEMENT COMPANY,  
OR  
RALEIGH WATER DISTRICT, OR  
REDMOND AREA PARK & RECREATION  
DISTRICT, OR  
REDMOND FIRE AND RESCUE, OR  
RIDDLE FIRE PROTECTION DISTRICT, OR  
RIDGWOOD DISTRICT IMPROVEMENT  
COMPANY, OR  
RIDGWOOD ROAD DISTRICT, OR  
RIETH SANITARY DISTRICT, OR  
RIETH WATER DISTRICT, OR  
RIMROCK WEST IMPROVEMENT DISTRICT, OR  
RINK CREEK WATER DISTRICT, OR  
RIVER BEND ESTATES SPECIAL ROAD  
DISTRICT, OR  
RIVER FOREST ACRES SPECIAL ROAD  
DISTRICT, OR

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

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

SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR  
SUMMER LAKE IRRIGATION DISTRICT, OR  
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR  
SUMNER R.F.P.D., OR  
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
SUNDOWN SANITATION DISTRICT, OR  
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
SUNNYSIDE IRRIGATION DISTRICT, OR  
SUNRISE WATER AUTHORITY, OR  
SUNRIVER SERVICE DISTRICT, OR  
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR  
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
SURFLAND ROAD DISTRICT, OR  
SUTHERLIN VALLEY RECREATION DISTRICT, OR  
SUTHERLIN WATER CONTROL DISTRICT, OR  
SWALLEY IRRIGATION DISTRICT, OR  
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR  
SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
SWISSHOME-DEADWOOD R.F.P.D., OR  
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR  
TALENT IRRIGATION DISTRICT, OR  
TANGENT R.F.P.D., OR  
TENMILE R.F.P.D., OR  
TERREBONNE DOMESTIC WATER DISTRICT, OR  
THE DALLES IRRIGATION DISTRICT, OR  
THOMAS CREEK-WESTSIDE R.F.P.D., OR  
THREE RIVERS RANCH ROAD DISTRICT, OR  
THREE SISTERS IRRIGATION DISTRICT, OR  
TIGARD TUALATIN AQUATIC DISTRICT, OR  
TIGARD WATER DISTRICT, OR  
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR  
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR  
TILLAMOOK COUNTY S.W.C.D., OR  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR  
TILLAMOOK FIRE DISTRICT, OR  
TILLAMOOK P.U.D., OR  
TILLER R.F.P.D., OR  
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR  
TOLEDO R.F.P.D., OR  
TONE WATER DISTRICT, OR  
TOOLEY WATER DISTRICT, OR  
TRASK DRAINAGE DISTRICT, OR  
TRI CITY R.F.P.D. #4, OR  
TRI-CITY WATER & SANITARY AUTHORITY, OR  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON TRIMET, OR  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN HILLS PARK & RECREATION DISTRICT, OR  
TUALATIN S.W.C.D., OR  
TUALATIN VALLEY FIRE & RESCUE

TUALATIN VALLEY FIRE & RESCUE, OR  
TUALATIN VALLEY IRRIGATION DISTRICT, OR  
TUALATIN VALLEY WATER DISTRICT  
TUALATIN VALLEY WATER DISTRICT, OR  
TUMALO IRRIGATION DISTRICT, OR  
TURNER FIRE DISTRICT, OR  
TWIN ROCKS SANITARY DISTRICT, OR  
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
TWO RIVERS S.W.C.D., OR  
TWO RIVERS SPECIAL ROAD DISTRICT, OR  
TYGH VALLEY R.F.P.D., OR  
TYGH VALLEY WATER DISTRICT, OR  
UMATILLA COUNTY FIRE DISTRICT #1, OR  
UMATILLA COUNTY S.W.C.D., OR  
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR  
UMATILLA HOSPITAL DISTRICT, OR  
UMATILLA R.F.P.D. #7-405, OR  
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR  
UMPQUA S.W.C.D., OR  
UNION CEMETERY MAINTENANCE DISTRICT, OR  
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR  
UNION COUNTY VECTOR CONTROL DISTRICT, OR  
UNION GAP SANITARY DISTRICT, OR  
UNION GAP WATER DISTRICT, OR  
UNION HEALTH DISTRICT, OR  
UNION R.F.P.D., OR  
UNION S.W.C.D., OR  
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR  
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
UPPER MCKENZIE R.F.P.D., OR  
UPPER WILLAMETTE S.W.C.D., OR  
VALE OREGON IRRIGATION DISTRICT, OR  
VALE RURAL FIRE PROTECTION DISTRICT, OR  
VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR  
VALLEY VIEW WATER DISTRICT, OR  
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
VERNONIA R.F.P.D., OR  
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR  
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR  
WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
WALLOWA LAKE IRRIGATION DISTRICT, OR  
WALLOWA LAKE R.F.P.D., OR  
WALLOWA S.W.C.D., OR  
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR  
WAMIC R.F.P.D., OR  
WAMIC WATER & SANITARY AUTHORITY, OR  
WARMSPRINGS IRRIGATION DISTRICT, OR  
WASCO COUNTY S.W.C.D., OR

WATER ENVIRONMENT SERVICES, OR  
WATER WONDERLAND IMPROVEMENT  
DISTRICT, OR  
WATERBURY & ALLEN DITCH IMPROVEMENT  
DISTRICT, OR  
WATSECO-BARVIEW WATER DISTRICT, OR  
WAUNA WATER DISTRICT, OR  
WEDDERBURN SANITARY DISTRICT, OR  
WEST EAGLE VALLEY WATER CONTROL  
DISTRICT, OR  
WEST EXTENSION IRRIGATION DISTRICT, OR  
WEST LABISH DRAINAGE & WATER CONTROL  
IMPROVEMENT DISTRICT, OR  
WEST MULTNOMAH S.W.C.D., OR  
WEST SIDE R.F.P.D., OR  
WEST SLOPE WATER DISTRICT, OR  
WEST UMATILLA MOSQUITO CONTROL  
DISTRICT, OR  
WEST VALLEY FIRE DISTRICT, OR  
WESTERN HEIGHTS SPECIAL ROAD DISTRICT,  
OR  
WESTERN LANE AMBULANCE DISTRICT, OR  
WESTLAND IRRIGATION DISTRICT, OR  
WESTON ATHENA MEMORIAL HALL PARK &  
RECREATION DISTRICT, OR  
WESTON CEMETERY DISTRICT #2, OR  
WESTPORT FIRE AND RESCUE, OR  
WESTRIDGE WATER SUPPLY CORPORATION,  
OR  
WESTWOOD HILLS ROAD DISTRICT, OR  
WESTWOOD VILLAGE ROAD DISTRICT, OR  
WHEELER S.W.C.D., OR  
WHITE RIVER HEALTH DISTRICT, OR  
WIARD MEMORIAL PARK DISTRICT, OR  
WICKIUP WATER DISTRICT, OR  
WILLAKENZIE R.F.P.D., OR  
WILLAMALANE PARK & RECREATION DISTRICT,  
OR  
WILLAMALANE PARK AND RECREATION  
DISTRICT  
WILLAMETTE HUMANE SOCIETY  
WILLAMETTE RIVER WATER COALITION, OR  
WILLIAMS R.F.P.D., OR  
WILLOW CREEK PARK DISTRICT, OR  
WILLOW DALE WATER DISTRICT, OR  
WILSON RIVER WATER DISTRICT, OR  
WINCHESTER BAY R.F.P.D., OR  
WINCHESTER BAY SANITARY DISTRICT, OR  
WINCHUCK R.F.P.D., OR  
WINSTON-DILLARD R.F.P.D., OR  
WINSTON-DILLARD WATER DISTRICT, OR  
WOLF CREEK R.F.P.D., OR  
WOOD RIVER DISTRICT IMPROVEMENT  
COMPANY, OR  
WOODBURN R.F.P.D. NO. 6, OR  
WOODLAND PARK SPECIAL ROAD DISTRICT,  
OR  
WOODS ROAD DISTRICT, OR  
WRIGHT CREEK ROAD WATER IMPROVEMENT  
DISTRICT, OR  
WY'EAST FIRE DISTRICT, OR  
YACHATS R.F.P.D., OR  
YAMHILL COUNTY TRANSIT AREA, OR  
YAMHILL FIRE PROTECTION DISTRICT, OR  
YAMHILL SWCD, OR  
YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER  
DISTRICT, OR  
ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL  
DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
SALEM-KEIZER PUBLIC SCHOOLS 24J  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J

MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING &  
SCIENCE (AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS &  
MEDICAL SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
(BSTA) , UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT

DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE WASHINGTON ACADEMY, UT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LOGAN SCHOOL DISTRICT, UT  
MARIA MONTESSORI ACADEMY, UT  
MERIT COLLEGE PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT, UT  
MOAB CHARTER SCHOOL, UT  
MONTICELLO ACADEMY, UT  
MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MURRAY SCHOOL DISTRICT, UT  
NAVIGATOR POINTE ACADEMY, UT  
NEBO SCHOOL DISTRICT, UT  
NO UT ACAD FOR MATH ENGINEERING &  
SCIENCE (NUAMES), UT  
NOAH WEBSTER ACADEMY, UT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT



RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE  
EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING  
ARTS, UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE  
PERFORMING ARTS, UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING  
ARTS AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY

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

## K12 *Insight* TERMS OF SERVICE

Welcome to K12 *Insight*, LLC (“K12 *Insight*”, “Company”, or “we”). K12 *Insight* is a Virginia limited liability company that provides a range of solutions and services to organizations directly or indirectly affiliated with education as further described in these Terms of Service (the “Agreement”). This Agreement governs your use of our website (the “Site”), our online platform and services (the “Platform”), our mobile service (the “App”), the Site, any other online service which links to this Agreement and any software and technology provided on or in connection with the Platform, the Site or the App (collectively, the “Service”).

This Agreement applies to all users. Users of the Service include (a) companies, organizations or other legal entities who purchase the Service in order to facilitate communication efforts (“Clients,” and to the extent that any such Client is a school, school district or other educational institution customer, “School Clients”) and (b) parents, students, Authorized Users (defined below) and any other visitor, user and other individual who accesses or otherwise uses the Service whether or not they have an account (collectively, (a) and (b) are referred to as “Users” or “you”).

This is a contract between you and K12 *Insight*. By (a) executing a Sales Order Form (“SOF”); (b) accessing or using the Service; or (c) by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood and agree to be bound by this Agreement, and to the collection and use of your information as set forth in our [Privacy Policy](#), whether or not you are a registered user of our Service. If you do not agree, you may not use the Service. K12 *Insight* reserves the right to modify this Agreement so long as it provides notice of these changes to you as described below.

Certain services may be subject to additional terms and conditions specified by us from time to time, and your use of such services is subject to those additional terms and conditions, including but not limited to a SOF and any addenda attached thereto, which are hereby incorporated into this Agreement by reference.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

### 1. USE OF THE SERVICE

**1.1. Eligibility.** You may use the Service only if you can form a binding contract with K12 *Insight*, and only in compliance with this Agreement and all applicable laws, rules, and regulations.

**1.2. Limited License.** Subject to the terms of this Agreement, K12 *Insight* hereby grants you a non-exclusive, limited, non-transferable and freely revocable license to use the Service as permitted by this Agreement and the features of the Service. K12 *Insight* reserves all rights not expressly granted herein in the Service.

**1.3. User Accounts.**

- (a) We may maintain different types of accounts for different types of users. If you open an account on behalf of a Client, then (i) “you” and “your” includes you, that Client, and any and all Authorized Users and (ii) you represent and warrant that you are an authorized representative of the Client with the authority to bind the Client to this Agreement, and that you agree to this Agreement on the Client’s behalf. You acknowledge and agree that if you are opening an account or otherwise using the Service as or on behalf of a Client, your employees, consultants, contractors, customers, agents and any other user authorized to use the Service in connection with your or your Client’s account (collectively, “**Authorized Users**”) must create their own accounts and must separately agree to be bound by this Agreement.
- (b) You may never use another user account and each account may only be used by one individual. When creating your account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your account. You must notify K12 *Insight* immediately of any breach of security or unauthorized use of your account. K12 *Insight* will not be liable for any losses caused by any unauthorized use of your account.

## 2. TERM

If you are a Client and have entered into a Sales Order Form (“SOF”), then you are entitled to use the Service only for the applicable duration stated in the SOF and subject to the Payment Obligations in Section 7 (Payment Obligations), below.

## 3. PRIVACY POLICY

We respect your privacy and are committed to protecting it. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate and anonymized data as set forth in our [Privacy Policy](#) and to have your personal information collected, used, transferred to and processed in the United States.

## 4. USER CONTENT

Some areas of the Service allow Users to submit, post, transmit, display, provide, or otherwise make available content such as videos, images, music, comments, questions, survey questions and other content or information, independently developed by Customers, Authorized Users, or Users without consultation from K12 *Insight* (any such materials a User submits, posts, displays, provides, transmits, or otherwise makes available on the Service are referred to as “**User Content**”).

WE CLAIM NO OWNERSHIP RIGHTS OVER USER CONTENT CREATED BY YOU. THE USER CONTENT YOU CREATE REMAINS YOURS. You shall be solely responsible for the accuracy, quality, integrity, and legality of User Content, the means by which you acquired it, and the consequences of posting, transmitting, sharing, or otherwise making it available on or through the Service, and you agree that K12 *Insight* is only acting as a passive conduit for your distribution and publication of your User Content.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service, you hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to K12 *Insight* a worldwide, royalty-free, sublicensable, transferable, non-exclusive license to use, reproduce, modify, adapt, create derivative works, and otherwise use your User Content for the purpose of providing the Service to you and as otherwise permitted by this Agreement and K12 *Insight's* [Privacy Policy](#).

For the purposes of this Agreement, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person’s name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to submit any User Content relating to third parties.
- Your User Content and K12 *Insight's* use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.
- K12 *Insight* may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- To the best of your knowledge, all User Content and other information that you provide to us is truthful and accurate.

## 5. USER DATA

**5.1. User Data.** Some areas of the Service may allow K12 *Insight* to collect personal information or data from or about a Client’s Authorized Users, parents, students, community members or other Users that a Client permits to use the Service (collectively, “**User Data**”). This may include survey responses, messages, Communications (defined below) and user contact details. Our [Privacy Policy](#) explains how K12 *Insight* collects, maintains, uses, discloses and deletes User Data collected or generated by the Service.

**5.2. Ownership and License.** As between a Client and K12 *Insight*, the Client owns and shall retain all right, title and interest (including all Intellectual Property Rights) in and to User Data; however, by submitting or causing to be submitted User Data to K12 *Insight*, the Client hereby grants, and represents

and warrants that the Client has all rights necessary to grant, all rights and licenses to the User Data required for K12 *Insight* and its subcontractors and service providers to provide the Service.

**5.3. User Data Restrictions.** A Client may not submit, or cause to be submitted, any User Data that includes a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, employment, financial or health information, or any other information which may be subject to specific data privacy and security laws including, but not limited to, the Gramm-Leach-Bliley Act ("**GLBA**"), or the Health Insurance Portability and Accountability Act ("**HIPAA**"), or which could give rise to notification obligations under data breach notification laws, without K12 *Insight's* prior written approval.

**5.4. Responsibility for User Data.** You (not K12 *Insight*) bear sole responsibility for adequate security and protection of User Data when in your or your Authorized Users' possession or control. Except for as expressly set forth in this Agreement, K12 *Insight* will not be responsible for any backup, recovery or other steps required to ensure that User Data is recoverable in the case of data loss. The Client is solely responsible for backing up User Data on a regular basis and taking appropriate steps to safeguard and ensure the integrity of User Data. In addition to the foregoing, as between you and K12 *Insight*, you are solely responsible for any and all User Data you or your Authorized Users provide and/or cause to be provided to the Service, and the consequences of providing, posting or transmitting such User Data, including responsibility for compliance with breach notification laws. K12 *Insight's* commercially reasonable efforts to restore lost or corrupted User Data pursuant to this section shall constitute our sole liability and your sole and exclusive remedy in the event of any loss or corruption of User Data.

## 6. STUDENT DATA

**6.1. Student Data.** This Section applies to a School Client's use of the Service. When the Service is used by a Client that is a school, school district, or other educational institution (a "**School Client**") for an educational purpose, K12 *Insight* may collect or have access to User Data provided by the School or by a student, parent or guardian that contains Student Data. "**Student Data**" is personal information that is directly related to an identifiable student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

**6.2. Ownership and Control.** The School Client, and not K12 *Insight*, owns and controls the Student Data. You authorize K12 *Insight* to access, collect, transmit, modify, display, and store Student Data for the purpose of providing the Service and as described in this Agreement and in our [Privacy Policy](#). You may provide Student Data manually or permit K12 *Insight* to access Student Data automatically, for example, if you chose to integrate your Student Information System ("**SIS**") with the Service. You additionally authorize K12 *Insight* to collect Student Data directly from students, parents, guardians, and Authorized Users of the Service. You represent and warrant that you have the authority to provide Student Data to the Service and that you have provided all necessary disclosures to individuals regarding your sharing of Student Data with K12 *Insight* for this purpose.

**6.3. Compliance with Laws.** K12 *Insight* shall access and process Student Data as a "school official" with a legitimate educational interest, as that term is defined by FERPA. Individually and collectively with our School Clients and Authorized Users, K12 *Insight* agrees to uphold our obligations under FERPA, the Protection of Pupil Rights Amendment ("**PPRA**"), the Children's Online Privacy Protection Act ("**COPPA**"), applicable state laws relating to student data privacy, and with all other laws and regulations governing

the protection of personal information. To the extent a School Client uses the Service to collect personal information from children under the age of 13 or sends communications through the Service to children under the age of 13, you represent and warrant that you have the authority to provide the requisite consent for K12 *Insight* to collect and use such personal information from students under 13 for the purpose of providing the Service and as otherwise described in this Agreement, as permitted by COPPA. We recommend that School Clients provide appropriate disclosures to students and parents regarding the School Client's use of service providers such as K12 *Insight*.

**6.4. Use of Student Data.** By submitting or providing K12 *Insight* access to Student Data, you agree that K12 *Insight* may use the Student Data solely for the purposes of (a) providing the Service, (b) improving and developing our Service, (c) enforcing our rights under this Agreement, and (d) as permitted with a School Client's or User's consent. You agree that both before and after the term of this Agreement, K12 *Insight* may collect, analyze and use data derived from Student Data as well as data about Users' access and use of the Service, for the purpose of operating, analyzing, improving or marketing the Service, developing new products or services, conducting research or other purposes, provided that K12 *Insight* may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

**6.5. Restrictions on the Use of Student Data.** K12 *Insight* will not sell, disclose, transfer, share or rent any Student Data obtained under the Agreement in a manner that could identify an individual student to any entity other than the School Client or Authorized Users except to the extent set forth in the Agreement, and as otherwise directed by a School Client or User or permitted by law.

**6.6. Restrictions on the Use of Student Data for Advertising.** K12 *Insight* is prohibited from using Student Data to: (i) advertise or market to students or to direct targeted online advertising to students, and (ii) develop a profile of a student, parent/guardian or group, other than for the purpose of providing the Services or as authorized by a School Client or by a parent/guardian. Nothing shall prohibit K12 *Insight* from engaging in other types of advertising and promotional activity, such as advertising educational products on third party websites and online services or recommending additional services to school employees, so long as K12 *Insight* does not use Student Data to direct such advertisements.

**6.7. Disclosure of Student Data to Third Parties.** You acknowledge and agree that K12 *Insight* may provide access to Student Data to our employees and service providers that have a legitimate need to access such information in order to provide their services to us. K12 *Insight* and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. K12 *Insight* may share Student Data with third parties through the Service as directed by a School Client or an Authorized User with authority over such Student Data, which includes sharing Student Data with Authorized Users who are authorized to access messages and content sent through the Service. You acknowledge that K12 *Insight* is not responsible for the data practices of third parties authorized or directed by you or your Authorized Users to receive or access Student Data through the Service, and that you are solely responsible for the consequences of providing or transmitting Student Data to such third parties, or authorizing those third parties to access Student Data through the Service.

**6.8. Student Data Access and Deletion Requests.** K12 *Insight* shall delete Student Data upon request from a School Client or an Authorized User with authority over such Student Data, except that

K12 *Insight* shall not be required to delete content or data a User shared to public areas of the Service. A parent or student over the age of 18 seeking to access, modify, correct, or delete Student Data will be instructed to contact the School Client or an Authorized User to discuss data deletion or modification. Unless otherwise specified in writing, K12 *Insight* shall delete or de-identify Student Data within ninety (90) days after termination of a School Client's agreement, in accordance with K12 *Insight's* data deletion and destruction practices, unless you are a School Client and provide K12 *Insight* with a written request to delete such data prior to the ninety (90) days. If you are a School Client, you may also delete, download, or retrieve the Student Data at any time during the Term and for up to thirty (30) days thereafter within your account on the Service. The School Client is responsible for maintaining Student Data that is provided by the School Client to K12 *Insight* and deleting Student Data which the School Client no longer needs for an educational purpose.

**6.9. Data Security and Breach Notification.** K12 *Insight* has implemented administrative, physical, and technical safeguards designed to secure the Student Data in K12 *Insight's* possession and control from unauthorized access, disclosure, and use. In the event that an unauthorized party gains access to or has been disclosed personal information (a "**Security Incident**"), K12 *Insight* shall promptly notify the School Client. If, due to a Security Incident which is caused by the acts or omissions of K12 *Insight* or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the School Client shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and K12 *Insight* shall indemnify the School Client for the reasonable costs related to legally-required notifications. With respect to any Security Incident which is not caused by the acts or omissions of K12 *Insight* or its agents, K12 *Insight* shall reasonably cooperate with your investigation of the Security Incident, at the School Client's request and at your reasonable expense, but K12 *Insight* shall not indemnify the School Client for costs associated with the Security Incident.

**6.10. Terms of Service Changes with Respect to Student Data.** K12 *Insight* shall use its best efforts to provide School Clients at least thirty (30) days' notice of a change that may involve collecting, using, storing, or sharing Student Data in a materially different way than was disclosed in the previous Agreement, so that you have sufficient time to evaluate the change in practice. If you do not choose to accept the changes, you may opt-out by discontinuing your use of the Service and deleting your accounts and Student Data before the changes take effect.

## **7. PAYMENT OBLIGATIONS**

**7.1. Subscriptions.** If you are a Client paying for the Service, some of our Services are billed on a subscription basis ("**Subscriptions**"). This means that you will be billed in advance on a recurring, periodic basis (each period is called a "**Billing Cycle**"). Billing Cycles commence on the Contract Start and correspond with the "Billed On" and "Due By" dates stated on the SOF, depending on the Subscriptions purchased under an applicable SOF. Payment for the first year of multi-year contracts will be Billed On the signing of the SOF and will be Due By thirty (30) days from the Billed On date.

**7.2. Fees for Services.** If you are paying for the Subscription, you shall pay all fees stated in the applicable SOF on the dates specified in the SOF.

**7.3. Refunds.** Fees associated with the Service are non-cancellable and non-refundable.

**7.4. Nonpayment.** K12 *Insight* may charge a late fee of one and a half percent (1.5%) per month on any balance that remains unpaid after the Due By date. Failure to pay any invoice within sixty (60) days of the Due By date is a material breach of this Agreement that entitles K12 *Insight* to immediately suspend or terminate the Service without further notice and demand payment in full for all outstanding amounts, including payments owed through the duration of the final Contract End Date and accrued late fees.

**7.5. Price Changes.** The fees associated with the Service shall remain as indicated in the SOF.

**7.6. California Residents.** The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

## **8. THE SERVICES**

**8.1. Services.** If you are a Client, K12 *Insight* will provide one or more of the following Services to you and other Users on your behalf, as set forth in the applicable SOF:

- (a) Let's Talk!™ Customer Experience Platform
- (b) Engage Survey Platform
- (c) Professional Services in connection with a managed survey project, training in customer service or other consulting or professional services as described and set forth in an applicable SOF (collectively, the “**Professional Services**”)

**8.2. Acceptable Uses.** Each User is responsible for its conduct. This includes the input of all User Content and User Data, and communications with others while using the Service. You shall comply with the following acceptable use requirements when using the Service.

- You shall not misuse our Service by interfering with its normal operation or attempting to access it using a method other than through the interfaces and instructions that we provide.
- You shall not circumvent or attempt to circumvent any limitations that K12 *Insight* imposes on your account.
- You may not probe, scan, or test the vulnerability of the Service, including any K12 *Insight* system or network.
- Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Service, or attempt to do so.
- You shall not transmit or upload any viruses, worms, malware, or other types of malicious software, or links to such software, through the Service.
- You shall not transmit obscene, threatening, harassing, hate-oriented, defamatory, racist, illegal, or otherwise objectionable messages or material through the Service.



- You shall not engage in abusive or excessive usage of the Service, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Service for other Users. K12 *Insight* will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to K12 *Insight*.
- You shall not use the Service to infringe on any third party right, including any the Intellectual Property Rights, privacy rights or publicity rights of others, or to commit an unlawful activity.
- You shall not engage in any activity that violates any law, including, but not limited to the Health Insurance Portability and Accountability Act, COPPA, FERPA, or which would result in K12 *Insight* violating any law due to your use or misuse of the Service.
- You shall not promote or condone the sending of unsolicited email, calls or SMS/MMS text messages to individuals not affiliated with you, nor use the Service to engage in spamming or other unsolicited advertising, marketing or other commercial or non-commercial activities, including, without limitation, any activities that violate the Calling Laws (defined below).
- You may not resell or lease the Service or use the Service for any commercial solicitation purposes.
- You may not impersonate another person or otherwise misrepresent your affiliation with a person or entity or conduct fraud.

**8.3. Appropriate Content and Communications.** Users have the ability to send Communications (defined below) to certain other Users as a feature of the Service. You acknowledge and agree that K12 *Insight* is not obligated to monitor, or filter Communications or data transmitted through the Service and that we shall not be responsible for the content of any such Communications or transmissions. You shall not use the Service to send any Communications that disparage any individual or group. You shall not use the Service to bully, harass, intimidate, or otherwise offend any individual or group and you agree not to engage in any behavior or to instigate or participate in any communication via the Service that violates the law. If you believe someone may have sent an offensive or illegal communication via the Service, please notify us immediately at [privacy@k12insight.com](mailto:privacy@k12insight.com).

**8.4. Additional Obligations for Engage Survey Platform.** If you are a Client and have purchased a Subscription to the Engage Survey Platform service under an applicable SOF, then the following additional terms apply:

- If using anonymous or semi-anonymous surveys or intake methods, you shall take all necessary steps to prevent linking a survey response to the identity of that survey User.
- You shall place K12 *Insight* mail server details on a list of “safe” senders (i.e., a whitelist) to ensure delivery of high volumes of emails from K12 *Insight*.
- When requesting data from survey projects, you shall waive the right to data that may directly or indirectly reveal the identity of survey User.

- If survey feedback includes language that includes threats, safety concerns, or harassment, the identity of the survey User may be revealed (i) by K12 *Insight*, at its sole discretion, as we deem reasonably necessary to protect K12 *Insight*, our users or others, or as required by law or pursuant to a legal request, or (ii) by an administrative user of the Client, provided that such user warrants and affirms to have a reasonable basis to believe that identification is necessary to protect the life, health or safety of an individual.

**8.5. Additional Obligations for Let’s Talk! Customer Experience Platform.** If you are a Client and have purchased a Subscription to the Let’s Talk! Customer Experience Platform under an applicable SOF, then the following additional terms apply:

- If a User submits anonymous or semi-anonymous feedback, you shall take all necessary steps to prevent linking that feedback to the identity of that User.
- If a User dialogue includes language that includes threats, safety concerns, or harassment, the identity of the User may be revealed (i) by K12 *Insight*, at its sole discretion, as we deem reasonably necessary to protect K12 *Insight*, our users or others, or as required by law or pursuant to a legal request, or (ii) by an administrative user of the Client, provided that such user warrants and affirms to have a reasonable basis to believe that identification is necessary to protect the life, health or safety of an individual.

**8.6. Additional Obligations for Calls and Messaging.** If you are a Client that uses the Service to transmit, send, receive, or facilitate email, calls, SMS/MMS messages or other communications (“**Communications**”) or causes or induces such Communications to be sent through the Service, then the following additional terms apply:

- You shall at all times comply with the CAN SPAM Act of 2003, the Telephone Consumer Protection Act (47 U.S.C. §227), the Do-Not-Call Implementation Act and the Do-Not-Call list registry rules (<http://www.donotcall.gov>), the Telemarketing Sales Rule, 47 C.F.R. § 64.1200 et seq, and all other state or local laws, rules, regulations, and guidelines relating to calling or texting, including without limitation, rules, regulations and guidelines set forth by the Federal Trade Commission and the Federal Communications Commission (collectively, the “**Calling Laws**”).
- You agree that, as between you and K12 *Insight*, you are the initiator and sender of any call, SMS/MMS message, email or other Communication transmitted through the Service and for all content relating to, inducing, or encouraging Communications to take place.
- You are responsible for all activity occurring under your, the Client’s and Authorized User’s accounts, including any unauthorized use of such accounts by any third party.
- You agree to familiarize yourself with and abide by all applicable local, state, national and international laws and regulations that place restrictions on certain types of phone calls and/or SMS or MMS messages and you are solely responsible compliance with such laws for all Communications and content sent, initiated or transmitted through the Service. K12 *Insight* is not responsible for reviewing the contents of any Communication transmitted through the

Service or transmitted by you related to your use of the Service, nor is it responsible for obtaining any necessary consents or permissions from the recipients of such Communications.

- You warrant and agree that you have all necessary consents and permissions necessary to transmit Communications to recipients and you shall not transmit or cause to be transmitted Communications to recipients who have unsubscribed, withdrawn consent or otherwise opted-out of receiving Communications from you or your Authorized Users.

**8.7. Additional Obligations for Professional Services.** If you are a Client and have purchased Professional Services under an applicable SOF, then the following additional terms apply:

- You shall appoint one member of your staff to serve as K12 *Insight's* Point of Contact (“**POC**”).
- You shall provide reasonable timeline for all projects.
- You shall attend and actively participate in meetings with K12 *Insight* staff or representatives.
- You shall provide feedback in a timely manner for all content where K12 *Insight* staff explicitly request your feedback.
- You shall participate in Service specific training conducted by K12 *Insight*.

## **9. CHANGES TO OUR SERVICES**

**9.1. Service Modifications.** K12 *Insight* may from time to time make modifications to the Service, including without limitation in the form of software upgrades and software releases. Because K12 *Insight* must use substantial resources to make and support such changes, and because such changes are derived from K12 *Insight's* existing Intellectual Property Rights, K12 *Insight* owns all right, title, and interest in and to such changes.

**9.2. Service Retirement.** K12 *Insight* may add, alter, or remove functionality from a Service at any time without prior notice. K12 *Insight* may also limit, suspend, or discontinue a Service at its discretion.

**9.3. New Services.** K12 *Insight* may introduce new products and services to complement our existing Service. If such services are not included in your existing Subscription or in your SOF, K12 *Insight* reserves the right and sole discretion to decide whether or not the new services will be made available you. Such services may come at an additional cost or may be included within your Subscription license at no cost.

## **10. PROPRIETARY RIGHTS**

**10.1. K12 *Insight* Intellectual Property.** Except for User Content and User Data, K12 *Insight* owns all right, title, and interest in and to the Service, and all software and materials and all Intellectual Property Rights related thereto, including, registered and unregistered, domestic and foreign, trademarks, service marks, trademark applications, service mark applications, trade names, patents, patent applications, copyrights, copyright applications, discoveries, know-how, trade secrets, algorithms, user interfaces of and relating to the Service, including any and all surveys created by K12 *Insight*, (collectively “**K12 *Insight* Intellectual Property**”).

**10.2. Maintaining K12 *Insight* Intellectual Property.** Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such K12 *Insight* Intellectual Property, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any K12 *Insight* Intellectual Property. Use of K12 *Insight* Intellectual Property for any purpose not expressly permitted by this Agreement is strictly prohibited without K12 *Insight's* prior written consent.

**10.3. Feedback.** You may choose to, or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("**Ideas**"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place K12 *Insight* under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, K12 *Insight* does not waive any rights to use similar or related ideas previously known to K12 *Insight*, or developed by its employees, or obtained from sources other than you.

## **11. COPYRIGHT COMPLAINTS**

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("**DMCA**").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify K12 *Insight's* copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- a) An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- b) Identification of the copyrighted work that you claim has been infringed;
- c) Identification of the material that is claimed to be infringing and where it is located on the Service;
- d) Information reasonably sufficient to permit K12 *Insight* to contact you, such as your address, telephone number, and, email address;
- e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- f) A statement made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice  
K12 *Insight*

Address: 2291 Wood Oak Drive, Suite 300  
Herndon, VA 20171

Telephone: (703) 542-9600

Fax: (703) 935-1403

Email: [privacy@k12insight.com](mailto:privacy@k12insight.com)

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying K12 *Insight* and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with K12 *Insight's* rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, K12 *Insight* has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. K12 *Insight* may also at its sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any Intellectual Property Rights of others, whether or not there is any repeat infringement.

## 12. SECURITY

K12 *Insight* cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk. We do not control what third parties may do with your personal information transmitted, posted, or otherwise shared with others through the Service. We urge you to use caution in transmitting, sharing, or posting sensitive personal information in public areas of the Service like message boards or in Communications.

## 13. DISCLAIMERS AND LIMITATIONS OF LIABILITY

**13.1. Limited Warranty.** K12 *Insight* represents and warrants that any Professional Services shall be provided in a workmanlike manner that conform to the relevant, prevailing industry standards.

**13.2. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTY ABOVE, K12 *INSIGHT* PROVIDES THE SERVICE AS IS AND ON AN AS AVAILABLE BASIS AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, DATA ACCURACY AND QUIET ENJOYMENT. YOU UNDERSTAND THAT K12 *INSIGHT* IS DEPENDENT ON CERTAIN THIRD-PARTIES AND ON MATTERS OUTSIDE ITS CONTROL FOR DELIVERING THE SERVICE. K12 *INSIGHT* EXPRESSLY DISCLAIMS THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, ERROR-FREE, ACCURATE OR RELIABLE. ANY MATERIAL OR DATA OBTAINED OR DOWNLOADED THROUGH THE SERVICE, INCLUDING USER RESPONSES, CUSTOMER FEEDBACK, MOBILE APPLICATIONS, REPORTS, DASHBOARDS, AND SAMPLE

SURVEYS, IS DONE AT YOUR OWN RISK AND YOU SHALL REMAIN SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED BY SUCH MATERIAL, INCLUDING ANY LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEMS. K12 *INSIGHT* SHALL NOT BE RESPONSIBLE FOR YOUR FAILURE TO STORE, DOWNLOAD, OR BACKUP ITS DATA. YOU SHALL REMAIN RESPONSIBLE TO EVALUATE THE ACCURACY, RELIABILITY, COMPLETENESS AND USEFULNESS OF ANY AND ALL CONTENT DELIVERED THROUGH THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM K12 *INSIGHT* OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

**13.3. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) K12 *INSIGHT'S* LIABILITY FOR DAMAGES UNDER THIS AGREEMENT ARE LIMITED TO DIRECT MONETARY DAMAGES, AND IN NO EVENT WILL THE AMOUNT OF SUCH DAMAGES EXCEED \$100 OR THE AGGREGATE FEES PAID BY YOU WITHIN THE PAST YEAR OF SERVICE UP TO A MAXIMUM OF \$5,000, WHICHEVER IS GREATER, AND (B) IN NO EVENT WILL K12 *INSIGHT* BE LIABLE FOR PROVIDING SUBSTITUTE SERVICES OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM, LOST PROFITS, LOST REVENUE, LOST DATA, INABILITY TO USE THE SERVICES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF K12 *INSIGHT* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. YOU ACKNOWLEDGE THAT K12 *INSIGHT* HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY AND THE SAME FORM AN ESSENTIAL BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

**13.4. EXCLUSIONS AND LIMITATIONS.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **14. INDEMNITY.**

**14.1. Your Indemnification Obligations.** To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless K12 *Insight* and its directors, officers, employees, and agents from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) content you submit, post, transmit or make available through the Service, including without limitation, User Content and User Data, (b) your use, misuse or access to the Service, (c) your connection to the Service, (d) your violation of the Agreement, including without limitation your breach of any representations and warranties, (e) your violation of any applicable law or the rights of another person or entity, (f) your willful misconduct, or (g) any other party's access and use of the Service with your unique username, password, or other appropriate security code. K12 *Insight* reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

**14.2. K12 *Insight's* Indemnification Obligations.** K12 *Insight* agrees to indemnify, defend and hold harmless you and your directors, officers, employees, and agents against third party claims (a) that the Service (in the form provided and when used in accordance with the terms of this Agreement) infringes

any U.S. patent or trademark or (b) caused by K12 *Insight's* gross negligence. However, K12 *Insight's* obligation to indemnify shall not apply to any claims resulting from your willful misconduct or negligence. As a condition to K12 *Insight's* defense and indemnification, you shall provide K12 *Insight* with prompt written notice of any claims and permit K12 *Insight* to control the defense, settlement, adjustment, or compromise of any such claim.

**14.3. Infringing Services.** If any Service becomes, or in K12 *Insight's* opinion is likely to become, subject of a claim of infringement, K12 *Insight* will provide you with notice and the right to continue to use that Service or replace or modify the Service so it is no longer infringing. If neither of the foregoing is commercially and reasonably available to K12 *Insight*, you shall immediately stop using the Service and return all materials relating to the Service to K12 *Insight*, and, if applicable, K12 *Insight* will refund any pro-rated unused fees paid for the infringing Service based on the remaining contracted period under a SOF. K12 *Insight* shall have no obligation or liability hereunder for any claim resulting from: (a) modification of the Services by any party other than K12 *Insight*, (b) modification of the Service by K12 *Insight* in accordance with your designs, specifications, or instructions; (c) use other than as granted in this Agreement; (d) use of a superseded version of the Services if the infringement claim could have been avoided by using a current version available to you.

## 15. CONFIDENTIAL INFORMATION

**15.1. Defining Confidential Information.** The provision of the Service may require the use and disclosure of certain confidential information. Unless required by local, state, or federal laws, you shall hold in confidence and shall not use or disclose to any third party, or use for any purpose other than as expressly authorized in this Agreement, the terms and pricing of the Service under this Agreement, any software or documentation related to the Service, K12 *Insight* sample questions and templates, trade secrets, technical know-how, inventions, materials, product development plans, pricing, marketing plans, client lists and email addresses, whether disclosed orally or in writing, or other information understood to be K12 *Insight's* confidential information (collectively, "**Confidential Information**"). Confidential Information does not include information that: (a) is known to you prior to any disclosure and can be so proven by written records; (b) is received at any time by you in good faith from a third party lawfully in possession of it and having the right to disclose the same, and can be so proven by written records; (c) is as of the date of receipt by you in the public domain or subsequently enters the public domain other than by reason of acts or omissions of your employees or agents, which acts or omissions have not been consented to by K12 *Insight*, and can be so proven by written records; (d) becomes publicly available through no fault of your own; (e) or is independently developed by or on behalf of you without resort to K12 *Insight's* Confidential Information as can be shown by reasonable documentary evidence.

## 16. TERMINATION

**16.1. Termination.** If you are a Client and have an existing SOF, you may terminate this Agreement before the expiration of the Term as set forth in the applicable SOF only for a material breach by K12 *Insight* that is not cured for thirty (30) days following written notice of such material breach. K12 *Insight* may terminate this Agreement for any reason or no reason.

**16.2. Ceasing Services.** Upon expiration or termination of this Agreement, you shall cease using the Service and related materials immediately.

**16.3. End of the Term or Subscription.** If you have a Subscription and it expires or terminates (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, K12 *Insight* may, at its sole discretion, permit continued, limited access for Authorized Users of the account for a limited time after the conclusion of the term. The Service includes built-in capabilities to download and export information relating to the account. If you wish to save or maintain any data, you must download such data before the conclusion of the term. Once the Subscription ends, K12 *Insight* may delete Customer Content and Customer Data relating to an account in accordance with this Agreement and the [Privacy Policy](#). It is your responsibility to request renewal of accounts that do not automatically renew to maintain continued access to the account and its associated data.

## **17. ADDITIONAL TERMS FOR MOBILE APPLICATIONS**

**17.1. License to the App.** We may make available software to access the Service via an App. To use the App, you must have a mobile device that is compatible with the App. K12 *Insight* does not warrant that the App will be compatible with your mobile device. You may use mobile data in connection with the App and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Subject to the terms of this Agreement, K12 *Insight* hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the App for your personal use. You may not: (a) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third party or use the App to provide time sharing or similar services for any third party; (c) make any copies of the App; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (e) delete the copyright and other proprietary rights notices on the App. You acknowledge that K12 *Insight* may from time to time issue upgraded versions of the App and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the App is covered by the applicable open source or third-party license end user license agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the App or any copy thereof, and K12 *Insight* or its third-party partners or suppliers retain all right, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. K12 *Insight* reserves all rights not expressly granted under this Agreement. If the App is being acquired on behalf of the United States Government, then the following provision applies. The App will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The App originates in the United States and is subject to United States export laws and regulations. The App may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the App



may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the App and the Service.

**17.2. Additional Terms for App from Apple Store.** The following applies to any App you acquire from the Apple App Store (“**Apple-Sourced Software**”): You acknowledge and agree that this Agreement is solely between you and K12 *Insight*, not Apple, Inc. (“**Apple**”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to K12 *Insight* as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (a) product liability claims; (b) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to K12 *Insight* as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party’s intellectual property rights, K12 *Insight*, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and K12 *Insight* acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

### **17.3. Mobile Applications from Google Play Store**

The following applies to any Mobile Applications you acquire from the Google Play Store (“**Google-Sourced Software**”): (i) You acknowledge that these Terms are between you and K12 *Insight* only, and not with Google, Inc. (“**Google**”); (ii) Your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) K12 *Insight*, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to K12 *Insight*’s Google-Sourced Software.

## **18. THIRD-PARTY LINKS AND INFORMATION**

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because K12 *Insight* has no control over such sites and resources, you acknowledge and agree that K12 *Insight* is not responsible for the availability of such external sites or resources, and does not

endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that K12 *Insight* shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## 19. GENERAL PROVISIONS

**19.1. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its own or other conflict of law principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Fairfax County, Virginia for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Fairfax County, Virginia is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

**19.2. Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM K12 *INSIGHT*. For any dispute with K12 *Insight*, you agree to first contact us [privacy@k12insight.com](mailto:privacy@k12insight.com) and attempt to resolve the dispute with us informally. In the unlikely event that K12 *Insight* has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in Fairfax County, Virginia, unless you and K12 *Insight* agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (a) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (b) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (c) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing K12 *Insight* from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement,

misappropriation, or violation of our data security, Intellectual Property Rights, or other proprietary rights.

**19.3. Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND K12 *INSIGHT* ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

**19.4. Entire Agreement.** This Agreement, any applicable SOF and any additional agreements referenced herein or that you may enter into with K12 *Insight* in connection with the Service, represents the entire final Agreement between the parties and supersedes all prior agreements relating to the use of the Service, whether written or oral, unless otherwise expressly permitted in this Agreement. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Service, do not override, or form a part of this Agreement, and are void. In the event of any conflict between this Agreement and any other terms referenced herein, this Agreement shall govern. Any changes requested to our Agreement must be made in a written and signed addendum, which shall be incorporate by reference upon acceptance by K12 *Insight*.

**19.5. Changes to Terms.**

- (a) K12 *Insight* may provide notifications, whether required or provided by law or otherwise, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by K12 *Insight* in our sole discretion.
- (b) K12 *Insight* may, in its sole discretion, modify or update this Agreement from time to time to reflect changes in applicable law or updates to the Service and to account for new Service features or functionality. If we change this Agreement in a material manner, we will update the 'Effective Date' at the bottom of this page and notify you that material changes have been made to this Agreement. Your continued use of the Services following such update constitutes your acceptance of the revised Terms. If you do not agree to any of the terms in this Agreement or to any future terms in a future revision of this Agreement, do not use or access (or continue to access) the Service.
- (c) Notwithstanding the foregoing, K12 *Insight* shall not make any material change to these Terms that relate to the collection or use of Student Data without first giving notice to the School Client and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected. For further details, see the section entitled "Student Data."

- (d) You will not be permitted to continue using the Service and K12 *Insight* reserves the right to cancel your account without notice if you refuse or otherwise fail to accept changes made by K12 *Insight* to this Agreement.

**19.6. Waiver.** The failure by K12 *Insight* to enforce any right or provision of the Agreement shall not constitute a waiver of that provision or any other provision of the Agreement.

**19.7. Force Majeure.** The parties understand that there may be an occurrence of an event or effect that cannot be reasonably anticipated or controlled, which even by the exercise of reasonable diligence cannot prevent non-performance. These occurrences and events include, but are not limited to: acts of God; acts of war; acts of public enemies; strikes; fires; explosions; outages; general Internet brown-outs or black-outs or shortage of bandwidth; hacking; actions of the elements; or other similar causes beyond the control of you or K12 *Insight* in the performance of this Agreement. Upon the occurrence of such event or effect, the parties shall agree to excuse performance under this Agreement and not hold the other liable for the delay in or failure of performance under this Agreement, *provided*, however that no force majeure event will relieve you of payment obligations. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages.

**19.8. Transfer of Rights.** You shall not assign or otherwise transfer this Agreement, or the rights and licenses granted under this Agreement by operation of law or otherwise, without K12 *Insight's* prior written consent. Any attempted transfer or assignment in violation hereof shall be null and void. Any entity that acquires, merges with, or otherwise combines in any manner with you shall not acquire any rights or licenses to the Service under this Agreement, without K12 *Insight's* prior written consent. K12 *Insight* reserves the right to assign this Agreement and the Services provided herein.

**19.9. Severability.** If any provision of the Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

**19.10. Contact.** Please contact us at [privacy@k12insight.com](mailto:privacy@k12insight.com) with any questions regarding this Agreement.

Last Updated: December 15, 2019

Effective Date: January 1, 2020