

## EdTech Exchange Contract Information Sheet

### Contract Information

Awarded Vendor:	Dreambox Learning Inc.
Contract Number:	ET221806
Effective Date:	January 1, 2023
Initial Term Expiration Date:	December 31, 2023
Renewable Through:	December 31, 2027

Please note: Renewals are automatic unless either party issues an intent to non-renew at least 60 days before the next renewal date. If the contract is cancelled or slated for non-renewal all current customers will be notified.

### RFP Process Information

RFP Number:	RFP 2022-18
RFP Title:	Instruction Materials and Services Software
Dates Advertised:	October 24 & 31, 2022
# of Vendors that Requested RFP:	114
Questions Due:	November 11, 2022
Public Bid Opening Date and Time:	November 21, 2022, 3:00 pm
CT # of Responses Submitted:	36
Number of Awarded Vendors:	21
Date of Board Approval:	December 16, 2022

### Evaluation Criteria, as Set Forth in the RFP

Pricing (30 Points)  
Alignment with Region 10 Mission (20 Points)  
Software Reliability (10 Points)  
Customer Training and Support (20 Points)  
Qualifications and Experience (10 Points)  
Ease of Use (10 Points)

### Justification for Award to Multiple Respondents

- 1) Region 10 ESC stated clearly in the RFP that multiple vendors could be awarded if multiple awards were determined to be in the best interest of Region 10 and EdTech members.
- 2) The evaluation committee determined that multiple awards were necessary to cover a variety of software types and services needed by Texas school districts.

Any information designated by the vendor as proprietary has been redacted from this contract document. For any questions regarding this process or this contract, please contact Clint Pechacek, Purchasing Consultant, at [clint.pechacek@region10.org](mailto:clint.pechacek@region10.org), or 972-348-1184.



DreamBox Learning

# ESC Region 10, Texas

**RFP # 2022-18**

**Due: November 21, 2022 3pmCT**

**Title: Instructional Materials & Services Software**

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Submitted by: Jason Fennell  
Strategic Account Executive | DreamBox Learning Inc.  
777 108th Avenue NE, Suite 2300 Bellevue WA 98004  
jason.fennell@dreambox.com | Cell: (903) 241-2845

## OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 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 10 ESC's Open Records Policy below:**

- ☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

11-16-2022

Date

  
Authorized Signature & Title

## Appendix A: QUESTIONNAIRE

### COMPANY PROFILE

1. What is your company's official registered name?

DreamBox Learning, Inc

2. Please provide the main contact for questions and notifications regarding this RFP, including name, title, direct phone line, and email.

Name: Julie Miller-Johnson

Title: Proposal Manager

Direct Phone: 877-451-7845

Email: bids@dreambox.com

3. What is/are your corporate office location(s)?

Corporate headquarters:

777 108th Ave, NE, Suite 2300,  
Bellevue, WA 98004

4. Please provide a brief history of your company, including the year it was established.

Founded in 2006 in Bellevue, Washington, DreamBox Learning supports 400,000 educators and approximately 6 million students in all 50 states, the District of Columbia, Puerto Rico, and throughout the United Kingdom, Australia, Mexico, and Canada. In 2021, **DreamBox Learning acquired Reading Plus**, the evidence-based silent-reading fluency solution for students in grades 3-12. The Reading Plus program is a trusted solution that has helped over 1 million students become confident, lifelong readers. DreamBox Learning now offers school districts the only single provider of both math and reading products that carry the **EvidenceForESSA rating of "STRONG"**.

DreamBox Reading Plus story began in the 1930s with pioneering research and groundbreaking inventions that have helped millions of students become more fluent readers. In 1995 the company was founded as an online product, and the current web-based version was launched in 2013. Today, DreamBox Reading Plus continues to rapidly improve students' reading achievement with advanced efficacy research, professional development, support services for teachers and administrators, and new product enhancements for 2022 and beyond. DreamBox Reading Plus is built on decades of foundational research in silent reading development, vocabulary improvement through contextual analysis, decoding practice, reading stamina and efficiency, and comprehension enhancement.

5. What are your total annual sales for last three (3) years?

DreamBox Learning Inc. is a privately held organization and has been cash flow positive since 2012. Annual revenue figures are available subject to a non-disclosure agreement.

6. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

☐

Yes

☒

No

- a. If the answer is yes, do you plan to offer your program or partnership through EdTech Exchange?

☐

Yes

☐

No

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

- b. Will the products accessible through your diversity program or partnership be offered to EdTech Exchange members at the same pricing offered by your company?

N/A

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

7. Diversity Vendor Certification Participation - It is the policy of some entities participating in EdTech Exchange to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

List certifying agency: \_\_\_\_\_

☐

Yes

☒

No

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)  
Respondent certifies that this firm is a SBE or DBE

<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yes	No

List certifying agency: \_\_\_\_\_ ☐

- c. Disabled Veterans Business Enterprise (DVBE)  
Respondent certifies that this firm is an DVBE

<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yes	No

List certifying agency: \_\_\_\_\_

- d. Historically Underutilized Businesses (HUB)  
Respondent certifies that this firm is an HUB

<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yes	No

List certifying agency: \_\_\_\_\_

- e. Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is an HUBZone

<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yes	No

List certifying agency: \_\_\_\_\_

- f. Other  
Respondent certifies that this firm is a recognized diversity certificate holder

<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yes	No

List certifying agency: \_\_\_\_\_ ☐

### Pricing

8. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

<input checked="" type="checkbox"/>	Yes
<input type="checkbox"/>	No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

N/A

9. Does pricing submitted include the required administrative fee?

<input checked="" type="checkbox"/>	Yes
<input type="checkbox"/>	No

10. Define your standard terms of payment.

Net 30 is our standard payment term and is acceptable.

### **Alignment to Region 10 Mission**

11. What instruction material and/or services does your software offer? In particular, identify the subject matter and grade levels your software covers.

DreamBox Math - Grades K-8

DreamBox Reading - Grades K-12

12. How is your software aligned to Texas and other state standards?

DreamBox Learning Math is a K-8 digital mathematics intervention and accelerated learning program. DreamBox Learning K-8 Math provides lessons aligned with the TEKS Standards for mathematics with an emphasis in grades K-5 on the domains of Operations and Algebraic Thinking, Number and Operations in Base Ten, and Number and Operations- Fractions. To support students' number sense and algebraic reasoning, DreamBox lessons and virtual manipulatives engage students in both developing conceptual understanding and procedural fluency.

In the middle grades 6-8, DreamBox lessons support student learning in the domains of Ratios and Proportional Relationships, The Number System, and Expressions and Equations. Though the lessons are aligned and reported at specific grade levels based on the TEKS Standards DreamBox's Intelligent Adaptive Learning platform enables differentiation so that students can work above, at, or below grade level depending on their specific needs.

Please see a downloadable copy of our alignment to the TEKS at this [https://www.dreambox.com/admin/print-curriculum?state=Texas&grade\\_level&headline=Texas%20State%20Standards%20for%20Mathematics](https://www.dreambox.com/admin/print-curriculum?state=Texas&grade_level&headline=Texas%20State%20Standards%20for%20Mathematics)

In DreamBox Reading Plus, students are taught and practice each of the 21 sub skills aligned to the TEKS in the areas of reading comprehension, reading fluency and vocabulary.

Please see a downloadable copy of our alignment to the TEKS at this <https://standards.readingplus.com/state/45>

13. What security protocols are in place to ensure the safe transmission of information being shared through your products and services?

DreamBox fully complies with all applicable Federal and state privacy and security guidelines. We maintain a public list of these on <https://dreambox.com/privacy-policy> under "Laws and Regulations," and update that at least once per quarter.

14. Please provide any studies or proven test cases that demonstrate how well your software achieves the goal of improving student comprehension and success or assisting teachers.

<b>DreamBox Math</b>	
Efficacy Study-Pinellas County, FL-	<a href="https://dreambox.sharefile.com/d-sd8396fcc86e54b91b7a5c88e13dcd8a4">https://dreambox.sharefile.com/d-sd8396fcc86e54b91b7a5c88e13dcd8a4</a>
Allen ISD, TX, Customer Spotlight-	<a href="https://dreambox.sharefile.com/d-s13b9333b44b54e378efddbcbefb6ef785">https://dreambox.sharefile.com/d-s13b9333b44b54e378efddbcbefb6ef785</a>
Harvard Study Summary of Findings-ESSA Strong Research	<a href="https://dreambox.sharefile.com/d-s65cf3acb897b4a33ba81aeefe35741a6">https://dreambox.sharefile.com/d-s65cf3acb897b4a33ba81aeefe35741a6</a>
<b>DreamBox Reading Plus</b>	
Texas Research Flyer-	<a href="https://dreambox.sharefile.com/d-sb34dec2ddb484dd9b30ea08a43aea026">https://dreambox.sharefile.com/d-sb34dec2ddb484dd9b30ea08a43aea026</a>
Elementary School Journal Research-ESSA Strong Research	<a href="https://dreambox.sharefile.com/d-s18fb451b068449f6ae03369d8f12bccd">https://dreambox.sharefile.com/d-s18fb451b068449f6ae03369d8f12bccd</a>

Above studies are attached below.

### Software Reliability

15. What is the guaranteed uptime for your software solution?

The system is designed and managed to 99.95%+ uptime and greater than 90% of our service-related requests are handled in under 0.5 seconds, and fewer than 0.05% of responses take more than 2 seconds.

16. What compensation is available to customers in your SLA if uptimes are not met?

DreamBox Learning, Inc SLA does not identify compensation for missed uptimes.

17. Provide the time windows and levels of service for both normal and emergency support provided in your SLA.

The DreamBox support team has documented techniques to diagnose and resolve troubleshooting issues. There are guidelines on how to troubleshoot: Known issues and bugs, third party browser extensions, Network issues using Browser Dev Tools, Client



Error codes, and iPad issues and more. 88% of support cases are resolved in 1 business day. 97% of cases resolved in 3 business days.

18. Describe any integrations your software can provide with other platforms.

DreamBox Math – Clever, Classlink and SAML 2.0

DreamBox Reading – Clever, Classlink

## **Customer Training and Support**

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

The DreamBox Customer Support Team provides ongoing technical support. Support can be initiated via chat, phone, or email utilizing Support@Dreambox.com and can come from any DreamBox Learning admin, teacher or parent that utilizes DreamBox within the district. DreamBox Learning also provides user-friendly customer support resources at <http://support.dreambox.com>. The Customer Support Team is available by phone Monday through Friday, from 8am-7pm EST, at 877-451-7845 ext. 3. Our customer support is located in Bellevue, Washington, Raleigh, North Carolina, and Burlington, Vermont.

20. Describe your company's implementation process for training customers on your solution.

When you join the DreamBox community, you partner with three teams of dedicated professionals that are committed to ensuring you have the best possible implementation.

## **Customer Success**

Each district is assigned a Customer Success Manager with deep implementation expertise. This consultative partner is responsible for overseeing the delivery of a range of engagements that proactively drive onboarding and adoption success. Customer Success Managers work closely with district and school leaders and other members of the DreamBox Learning account team, such as Customer Support and Professional Development, to orchestrate the delivery of supports and services in pursuit of implementation fidelity and realization of goals. These services include:

- Partnership kickoff & onboarding project management
- Implementation goal setting & planning
- Assistance with scheduling of available trainings for leaders and end-users

- Implementation plan data monitoring & progress reviews
- Summer school guidance
- School year roll-over planning & support
- Ongoing consultative support and guidance to ensure realization of implementation objectives & maximum student growth

### **Professional Development**

The DreamBox Professional Development Team is comprised of experienced educators who provide a range of relevant, engaging, synchronous and asynchronous professional development opportunities to improve student learning outcomes and build teacher capacity.

Professional Development will aid educators in an in-depth analysis of DreamBox Learning formative assessment data to drive instructions. Educators will be supported throughout the implementation in best practices to leverage the DreamBox Adaptive Engine to accelerate growth and personalize learning for all students.

### **DreamBox University**

DreamBox University is a compilation of guided resources designed to bring an effective blended learning experience to educators. This library of valuable content provides a wealth of resources in an easy-to-use digital format. Educators are given recommendations for timing and completion of content, while the navigation is left open for self-paced learning and individual educator choice. DreamBox University can align directly with the timing of scheduled live webinars.

21. Describe how your company provides ongoing support and training to customers for your solution.

Your Customer Success Manager is your point of contact for ongoing support. Please see above number 20. for details of Customer Success and PD.

### **Qualifications and Experience**

22. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

#### *Executive Contact*

Contact Person:	<u>Lance Ludman</u>
Title:	CFO
Company:	DreamBox Learning, Inc
Address:	777 108th Ave NE, STE 2300, Bellevue, WA 98004

Phone: 877-451-7845  
Fax: 425-484-6476  
Email: legal@dreambox.com

Account Manager / Sales Lead

Contact Person: Jason Fennell  
Title: Strategic Account Executive/Texas Educator in EdTech Sales  
Company: DreamBox Learning, Inc  
Address: 777 108th Ave NE, STE 2300, Bellevue, WA 98004  
Phone: Cell/Text (903) 241-2845  
Fax: 425-484-6476  
Email: jason.fennell@dreambox.com

Contract Management (if different than the Sales Lead)

Contact Person: Shivomi Prematilleke  
Title: Strategic Sales Development Specialist  
Company: DreamBox Learning, Inc  
Address: 777 108th Ave NE, STE 2300, Bellevue, WA 98004  
Phone: 877-451-7845  
Fax: 425-484-6476  
Email: bids@dreambox.com

Billing & Reporting/Accounts Payable

Contact Person: Christinne Amorium  
Title: Accounting  
Company: DreamBox Learning, Inc  
Address: PO Box 778853, Chicago, IL 60677  
Phone: 425-637-8900  
Fax: 425-484-6476  
Email: accountsreceivable@dreambox.com

Marketing

Contact Person: Katherine Ayombil  
Title: Director Marketing  
Company: DreamBox Learning, Inc

Address: 777 108th Ave NE, STE 2300, Bellevue, WA 98004  
Phone: 877-451-7845  
Fax: 425-484-6476  
Email: katherine.ayombil@dreambox.com

23. Provide a minimum of three (3) K-12 education customer references for product and/or services of similar scope dating within the past 3 years. Higher Education references are also acceptable. Provide the following information for each reference:

1. Entity Name: Plano ISD  
Contact Name & Title: Ginger Teaff, Elementary Math Coordinator  
City & State: Plano, Texas  
Phone Number: 469-752-8171  
Year Serviced: District wide implementation in all elementary schools starting in 2015.  
Description of Service: Plano has over 16,000 students using Dreambox on a consistent basis. Students completing 5 or more lessons a week have already averaged over a year's worth of growth at the end of March.  
Annual Volume: Over 16,000 Students
2. Entity Name: Dallas ISD  
Contact Name & Title: Debbie Murali, Director Instructional Strategies  
City & State: Dallas, Texas  
Phone Number: 372-925-3700  
Year Serviced: District wide implementation in all elementary schools starting 2020.  
Description of Service: Dallas has over 20,000 students using DreamBox on a consistent basis which has doubled since last year. Students completing 5 or more lessons a week have already averaged over a year's worth of growth at the end of March.  
Annual Volume: Over 20,000 Students
3. Entity Name: Hayes CISD  
Contact Name & Title: Sami Kinsey, Deputy Academic Officer  
City & State: Kyle, Texas  
Phone Number: 512-268-2141 ext. 45082  
Year Serviced: 3 Years  
Description of Services: Hays CISD has over 15,000 students using DreamBox Math and DreamBox Reading Plus for the past 3 years.  
Annual Volume: Over 15,000 Students

24. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative Name	Contract Number	Expiration
Region 2	22-23 6Q000	3/31/2023
Region 2	22-23 6E000	5/31/2023
Region 2	22-23 6E100	7/18/2023
Region 3	04-251-22	7/31/2023
Region 6	13.20	6/30/2023
Region 6	23.20	6/30/2023
Region 6	33.20	6/30/2023
Region 7	ICAT 2122	12/06/2022
Region 10	2019-08	8/31/2023
Region 11	21-05-26	06/30/2026
Region 16	022-026	8/31/2026
Region 18	R18-2022-02-000025	6/30/2023
Region 19	20-7373	10/01/2023
Region 19	19-7351	06/30/2024
Region 20	21030	10/31/2025
Region 20	ETC20022	10/31/2024
1GPA	18-06DP-09	02/12/2023
Mohave	22F-0426	10/4/2023
BuyBoard	653-21	10/31/2024

25. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

N/A

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

DreamBox has no current litigation or outstanding judgment or liens at this time.

27. Felony Conviction Notice – Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

**Ease of Use**

28. Please provide log-in information for a sample account for the evaluation team to use to evaluate the ease of use of your proposed solution and/or a video submitted as a separate file in the Bonfire portal. Mp4 files are preferred for video submissions and should contain a simple demonstration of how customers would use your solution. Video submission may not be longer than 10 minutes long.

Please see uploaded mp4 file for DreamBox Math

DreamBox Reading Plus:

Overview - <https://www.youtube.com/watch?v=rANx8KjKJBQ>

Instructional Components - <https://www.youtube.com/watch?v=yvqkBYJrUHM>

**Value Add**

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies. Please note, only products and services that are priced or listed as free in the Pricing Attachment will be considered to be offered through any resulting contract.

# DreamBox Math drives accelerated achievement in Pinellas County Schools, FL, in just eight weeks both pre- and mid-COVID

RESEARCH BRIEF | 2022



## Study sample

- 22,380 students in 63 elementary schools
- Pinellas County Schools, FL, the 26th largest district in the U.S.
- School Years 2019 – 20 and 2020 – 21

## Study inclusion requirements

- Students in grades 1 – 5
- Students who completed NWEA MAP Growth assessment in fall 2019 and fall 2020

## Usage groups

- Comparison Group: Students who completed an average of < 2 lessons per week
- Recommended Usage: Students who completed an average of 5+ DreamBox lessons per week

## Methodology

- Quasi-experimental
- Hierarchical linear modeling
- Each student's predicted end-of-semester MAP percentile adjusted according to start-of-semester MAP percentile
- Students' predicted end-of-semester MAP percentiles accounted for their unique classrooms and schools

## Elementary school students across grade and achievement levels achieved significant increases in math proficiency

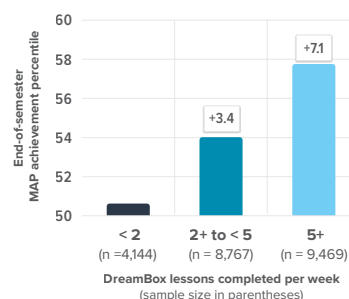
### Summary

Elementary school students across grade levels and at varying achievement percentiles who used DreamBox Math demonstrated significantly higher achievement on the end-of-semester NWEA Measure of Academic Progress® (MAP) Growth assessment. These gains were greatest for students who completed an average of five or more lessons each week. Data also indicated that impacts on achievement for DreamBox Math students persisted across varying learning environments, including in-class and remote learning settings.

### Students playing DreamBox the recommended amount achieved significant increases on NWEA MAP Assessment

In just eight weeks of instruction during a time of disrupted schooling (9/20 – 12/20), students who completed an average of five or more lessons per week increased more than 5 national achievement percentile points. This increase was significantly larger than those achieved by students who completed fewer or no weekly DreamBox Math lessons.

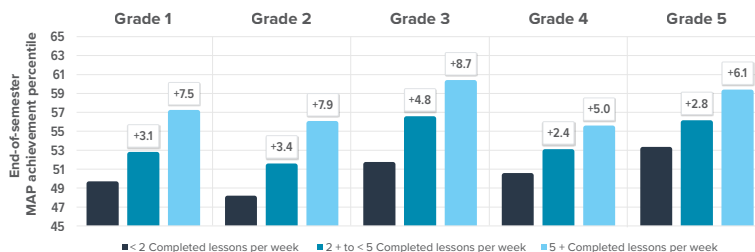
#### MAP percentile increase for all students



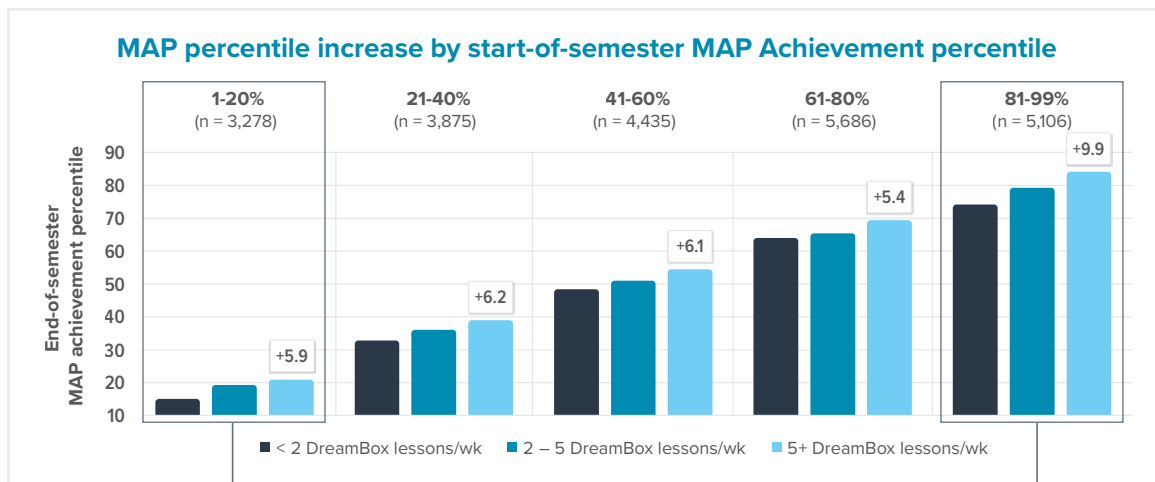
### Across all grade levels, DreamBox Math helped students demonstrate significant Growth

Across all grade levels 1 through 5, students achieved significantly more when completing the recommended five-plus lessons per week.

#### MAP percentile increase by grade level



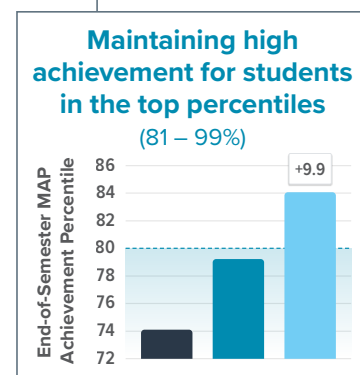
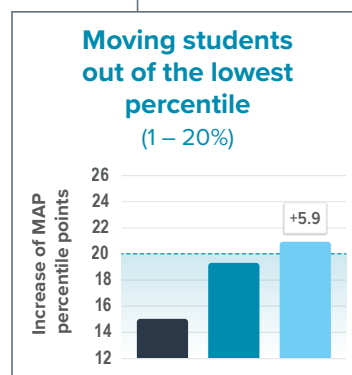
## Across all starting MAP Achievement percentiles, DreamBox Math helped students demonstrate significant growth



Students across the full range of achievement percentiles also made significant increases with DreamBox Math.

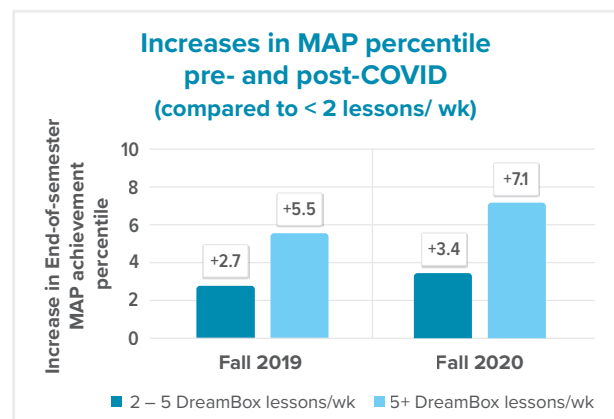
Note that DreamBox Math creates a personalized learner-driven program in real time to provide the right instruction to meet each student's unique learning needs. Over 95% of lessons students completed were personalized recommendations delivered by the DreamBox Intelligent Adaptive Learning algorithms.

Students within both the lowest- and highest-achieving percentile groups experienced a significantly positive impact from completing an average of five or more lessons per week. This indicates that DreamBox Math can be used as a program to support both intervention and enrichment.



### DreamBox Math students' achievement persisted during COVID-19

NWEA MAP data from both fall 2019 and fall 2020 indicated that DreamBox Math usage had a similar positive impact on student achievement prior to and following COVID-19 shutdowns in spring 2020. This suggests that DreamBox Math is an effective instructional solution in both classroom and at-home settings.



#### For more information:

Contact client care at 877.451.7845,  
email: [schools@dreambox.com](mailto:schools@dreambox.com) or  
visit [dreambox.com](https://dreambox.com).





## CUSTOMER SPOTLIGHT

# Allen ISD used DreamBox as a powerful tool to close gaps during the pandemic

## Allen, TX

Serving the growing population of this busy suburb, Allen Independent School District boasts 20,780 students in grades K-12. They attend one of 18 elementary schools, three middle schools, one high school and one STEAM center.

Like so many other districts, Allen ISD faced a major hurdle as COVID-19 changed the education landscape. “We didn’t have an adaptive curriculum that would fill in gaps for teachers,” says Katie Snider, Elementary Math Coordinator. “So, some campuses were using some programs and some campuses were using others. But we didn’t have a consistent platform for everyone in our district.” The teachers, according to Snider, “were very excited about having the option for [adaptive curriculum], especially when we were starting virtual schooling and the students needed so much more.” **DreamBox’s continuous, built-in formative assessment helped teachers see exactly where students needed attention or intervention** and allowed them to quickly adjust instruction. Additionally, DreamBox Predictive Insights enabled teachers and administrators to predict students’ future proficiency for the annual State of Texas Assessments of Academic Readiness (STAAR).

The beauty of DreamBox’s math program in Snider’s opinion, is how well it fit with the district’s current teaching protocol: differentiation, concrete to representation to abstract, with embedded problemsolving. “It was nice for our teachers that DreamBox fit with our philosophy of a balanced approach, that we aren’t just conceptual, we aren’t just problem-solving,

**“I love working with the DreamBox team. They offer really solid instructional support that is so helpful. The impact review meetings help me to stay on top of things.”**

– Katie Snider | Elementary Math Coordinator,  
Allen ISD



### City School District

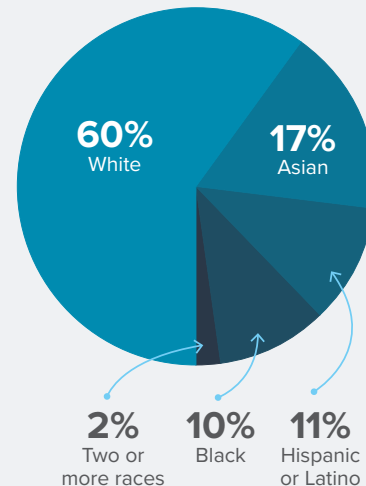
#### District Serves

Elementary Schools	18
Middle Schools	3
High Schools	1
STEM Center	1

**Total Students** 20,780

**Total Teachers** 1,350

#### Student Diversity



we're a mix. Through that mix, we're going to build students so that they can get to fluency."

Gary Loney, the secondary math coordinator who oversees the middle and high school students, saw DreamBox as a way to assess where students were in their learning and fill in the gaps for students who struggled, especially on the state exam. "One of the primary ways we've used it – and gotten lots of positive feedback with our targeted students – is identifying and filling in the gaps that the teachers otherwise wouldn't have even known about or focused on," says Loney. "So, DreamBox is identifying gaps in prior grade levels for those students." He added, "When a kid who has historically not been successful, is successful, you didn't just turn their report card around, you really changed the entire trajectory of their life. We can create a situation where they no longer need support, and those kids begin to thrive throughout their high school career and beyond."

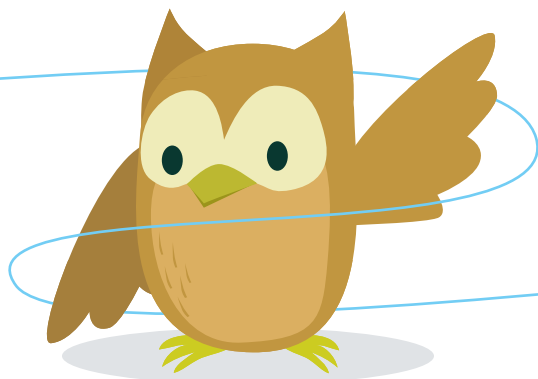
For Snider and Loney, professional development (PD) that demonstrated DreamBox's easy implementation was key to getting teachers invested in using the program. Assistance from the DreamBox PD team gave teachers the support necessary to implement a new digital math solution during an already challenging year. "I love working with the DreamBox team. They offer really solid instructional support that is so helpful. The impact review meetings help me to stay on top of things," says Snider. "Honestly, this year is crazy and having DreamBox schedule meetings with me when I forget or making sure that we've had the

meetings, I truly appreciate it. I feel like I can reach out to any of the team anytime and get the answers I need." That high level of support is empowering teachers and accelerating student math growth.

"We have amazing teachers that want to do the best they can for kids, and they grabbed hold knowing DreamBox is a powerful tool that can support them in the classroom, whether in-person or remote," says Snider. "[DreamBox is] like having another teacher in the classroom."

Snider added that the district was implementing NWEA MAP, or Measures of Academic Progress. The MAP data offered teachers insight into potential student learning gaps. Perhaps a student missed using the math concept or maybe it's a topic that needs attention. Either way, according to Snider, "We can put students on DreamBox for that particular standard to fill in that gap, and then see how they do. So, we've been having the conversation about how to merge the MAP data with DreamBox as a tool – not the only tool, but a tool to support what they're saying with their MAP data."

Both Loney and Snider are eager to see student and teacher success continue in the 2021-22 school year. **"Based on what we're seeing with usage, we're excited about DreamBox, we want to continue using it,"** says Loney. **"DreamBox fits in philosophically with our approach and gives teachers another example of what instruction could look like, and what examples can look like from a conceptual approach."**



**"We have amazing teachers that want to do the best they can for kids, and they grabbed hold knowing DreamBox is a powerful tool that can support them in the classroom, whether in-person or remote. [DreamBox is] like having another teacher in the classroom."**

– Katie Snider | Elementary Math Coordinator,  
Allen ISD



Read more customer spotlights at  
[dreambox.com/customer-spotlights](https://dreambox.com/customer-spotlights)



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A GUIDE TO THE

# Center for Education Policy Research (CEPR) at Harvard University Study

## Evaluation of DreamBox Learning Math

Independent  
Third Party Study  
Quasi Experimental

3,000 Students  
Students Represent  
Diverse Populations

Study Length:  
2 Years

Howard County Public  
School System  
Rocketship Education

60 MINUTES  
PER WEEK ON  
DREAMBOX  
7.5  
percentile  
point gain

20 MINUTES  
PER WEEK ON  
DREAMBOX  
2.5  
percentile  
point gain

NWEA MAP®

  
dreambox®  
LEARNING  
dreambox.com

### STUDY BACKGROUND

**The Center for Education Policy and Research at Harvard University evaluated the impact of DreamBox Learning® Math on student achievement. The study explored whether improvement on student assessment scores was causally related to the use of DreamBox Learning Math. This guide points out study features and key findings.**

### Who was included in the study?

The study included nearly 3,000 students in Grades 3-5 representing culturally and economically diverse demographics from two school districts: Rocketship Education and Howard County Public Schools (HCPSS).

### What data was evaluated?

Researchers examined historical data on student achievement on state assessments and the Northwest Evaluation Association (NWEA) Measures of Academic Progress® (MAP®) assessment, as well student characteristics. They also looked student log files from DreamBox to measure how students were using the program, both in and out of school.

### How much time did students in the study spend on DreamBox?

In HCPSS, students averaged 38 minutes per week across during the 2013-2014 school year. The following year, they averaged 35 minutes per week across 16.5 weeks. Students in Rocketship averaged 42 minutes per week across 13 weeks in 2013-2014, and 44 minutes per week across 17 weeks in 2014-2015. Usage for both districts were below the DreamBox usage recommendations.

## DreamBox usage recommendations:

- 60–90 minutes of usage per student per week
- 5–8 lessons completed per week

## How was DreamBox used?

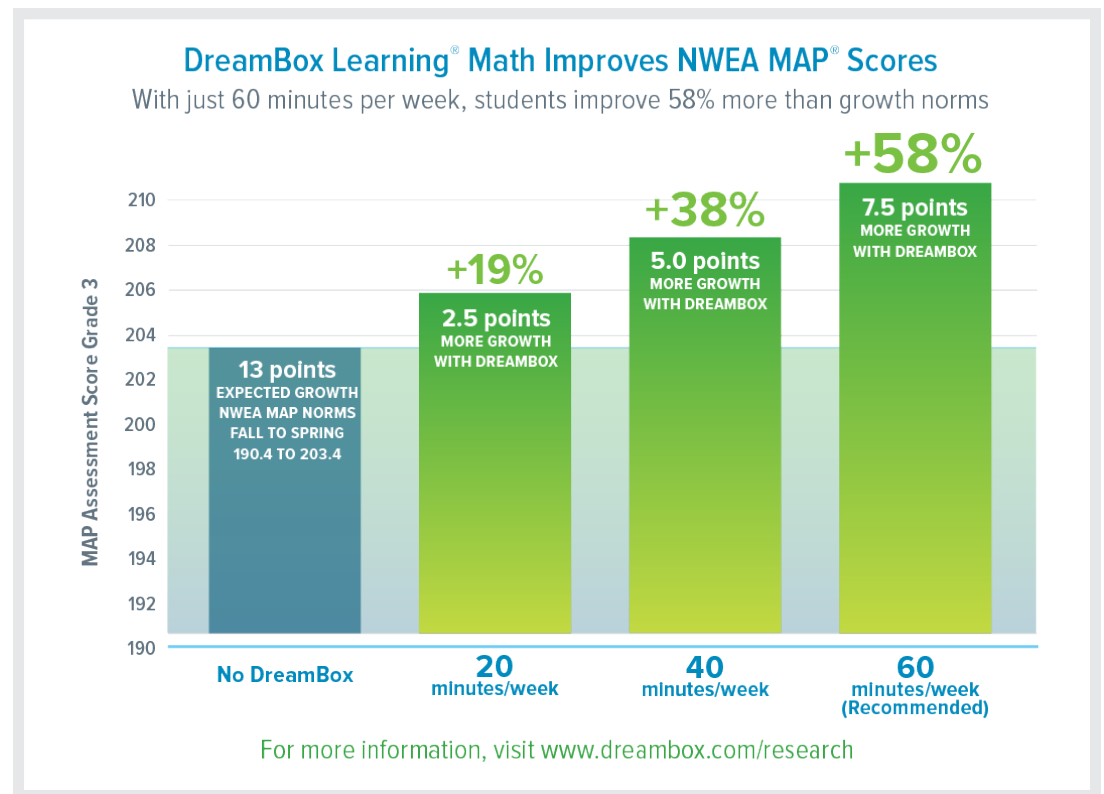
In HCPSS, DreamBox tended to be used for intervention and remediation as part of the school day as well as during before and after school intervention program. In Rocketship, DreamBox was used by students at all achievement levels.

## What are the study results?

The CEPR at Harvard University study of DreamBox showed meaningful achievement gains. In particular, for every 20 minutes a student spent on DreamBox their MAP score increased by 2.5 points. Because the study indicates a linear relationship between time spent on DreamBox and achievement gains, **students who use DreamBox for the recommended 60 minutes per week stand to experience an increase of 7.5 points on the MAP.**

### Additional key findings include:

- Students who followed the DreamBox lesson recommendations, saw greater gains.
- Progress in DreamBox was positively associated with achievement gains on state tests and interim assessments.
- Students who spent more time on the DreamBox software saw larger gains in achievement.



## The Impact of Reading Plus on Reading Proficiency Growth: Texas Results for the 2018-2019 School Year

### Pupils

13,710 students who completed two or more InSight reading assessments

### Schools

130

### School Districts

90

### Study Inclusion Requirements

- Texas students in grade 2 through 12
- Students with fall 2018 (pre) and spring 2019 (post) InSight assessment scores

### Students Excluded

- Students for whom valid reading rates could not be calculated

### Distribution of Students:

- Elementary School (Grades 2 through 5) n=4,267
- Middle School (Grades 6 through 8) n=7,146
- High School (Grades 9 through 12) n=2,297

## Purpose of Report

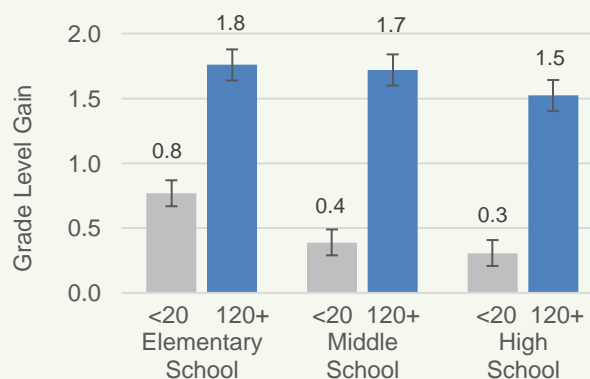
This report describes the progress achieved by Texas Reading Plus students who were enrolled in grades 2 through 12 during the 2018-2019 school year. The focus of the report is on students who completed the InSight silent reading assessment on at least two occasions, once near the start of the school year and again during the spring, so that growth over the school year could be measured.

## InSight – Computer Adaptive Assessment

InSight provides measures of reading comprehension, vocabulary, comprehension-based silent reading rate, and motivation, as well as a composite reading proficiency grade-level score. Students receive no instructional support while completing InSight. As such, this assessment gauges reading proficiency in the “real world” and yields results that can readily be compared with nationally normed standardized test results ([see correlations here](#)). For example, the InSight reading proficiency index is strongly correlated with the Smarter Balanced Assessment Consortium (SBAC) English Language Arts scale scores (see [InSight Technical Brief](#) for details and additional assessment comparisons). A detailed review and evaluation of InSight’s reliability, validity, and classification accuracy can be found on the [National Center on Intensive Intervention](#) website.

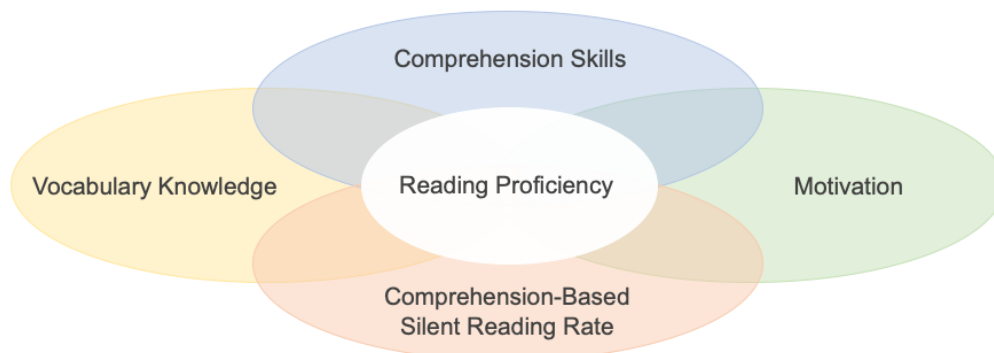
## Summary of Findings: Texas students achieved significantly larger reading proficiency gains with Reading Plus.

Across all grade and ability groups, Texas students who completed at least 120 Reading Plus lessons (~50 hours) during the school year achieved reading proficiency gains that were significantly larger than those achieved by students who completed no lessons.



## Components of Reading Proficiency

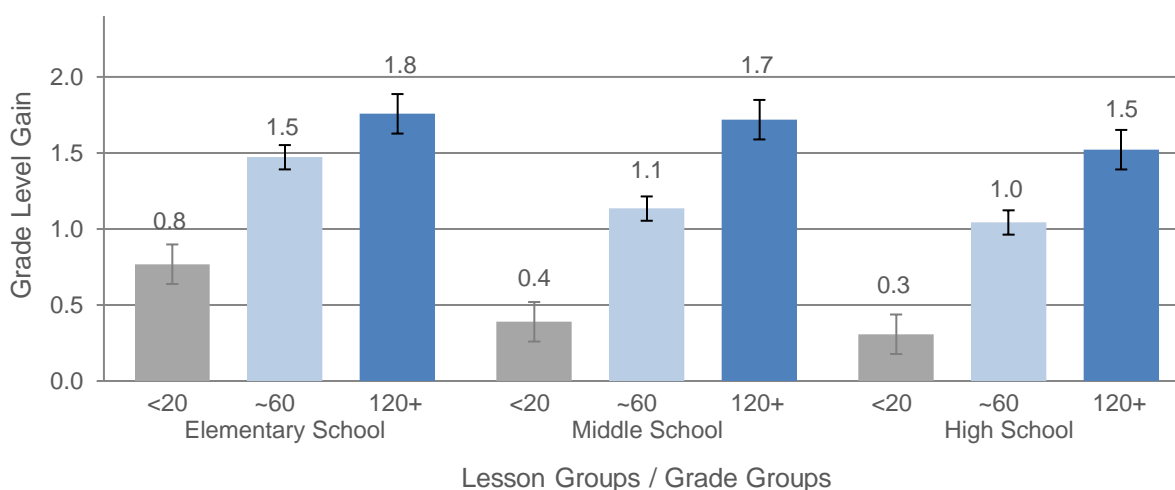
Once foundational skills are established, students must continue to develop vocabulary knowledge, comprehension skills, and reading efficiency to become proficient readers. The Reading Plus InSight assessment measures each of these aspects of reading and then combines the measures to determine a student's overall level of reading proficiency. InSight also measures reading motivation, a critical element of proficiency that fosters productive reading behavior. This report shows the impact of Reading Plus practice on grade-level reading proficiency scores and on the components that contribute to this measure, as well as the program's impact on motivation.



## Overall Reading Proficiency (Composite Measure)

Across all grade groups and proficiency tiers, students who completed at least 120 Reading Plus lessons (~50 hours) during the school year increased their reading proficiency levels to a significantly greater extent than did students who completed fewer or no lessons (Figure 1). This is great news because research has found that reading interest and confidence increase significantly among students who increase their reading proficiency using Reading Plus ([see brief](#)). Those results were replicated in this study (see page 4).

### Reading Proficiency Growth by Lessons Completed

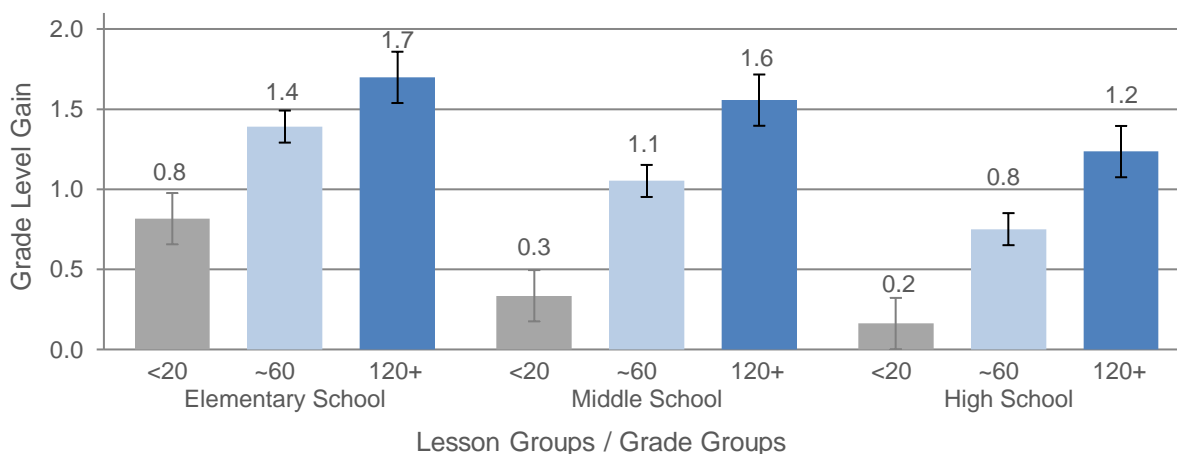


**Figure 1.** Reading proficiency gains (+/- SEM) achieved by Texas students in grades 2-5 (elementary school, ES), 6-8 (middle school, MS), and 9-12 (high school, HS), at each of three levels of Reading Plus use (<20 lessons (ES) or no lessons between benchmarks (MS, HS), ~60, and 120+ lessons). Students who completed 120+ Reading Plus lessons achieved large reading proficiency gains in all grade groups (ES, 1.8 grade levels,  $p < .001$ ; MS, 1.7 grade levels,  $p < .001$ ; HS, 1.5 grade levels,  $p < .001$ ). These gains were significantly larger than those of their peers who did not use Reading Plus ( $p < .001$ ).

## Comprehension Growth (Sub-Score)

Across all grade groups, students who completed at least 120 Reading Plus lessons (~50 hours) during the school year increased their reading comprehension levels to a significantly greater extent than did students who completed fewer or no lessons (Figure 2).

### Comprehension Growth by Lessons Completed

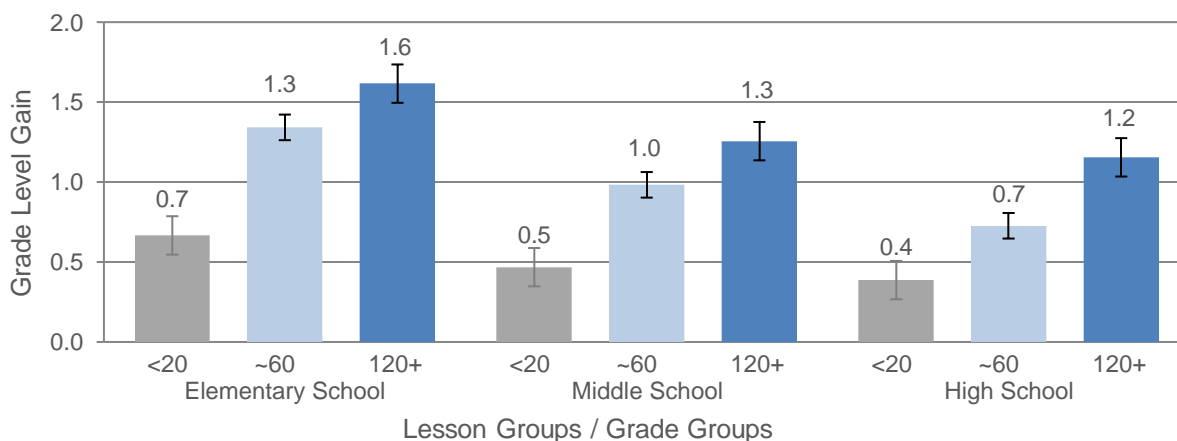


**Figure 2.** Reading comprehension level gains (+/- SEM) achieved by Texas students in grades 2-5 (elementary school), 6-8 (middle school), and 9-12 (high school), at each of three levels of Reading Plus use (<20 lessons (ES) or no lessons between benchmarks (MS, HS), ~60 lessons, and 120+ lessons). Students with more Reading Plus use achieved significantly larger comprehension gains ( $p < .001$ ) in all grade groups.

## Vocabulary Growth (Sub-Score)

Across all grade groups, students who completed at least 120 Reading Plus lessons (~50 hours) during the school year increased their vocabulary levels to a significantly greater extent than did students who completed fewer or no lessons (Figure 3).

### Vocabulary Growth by Lessons Completed



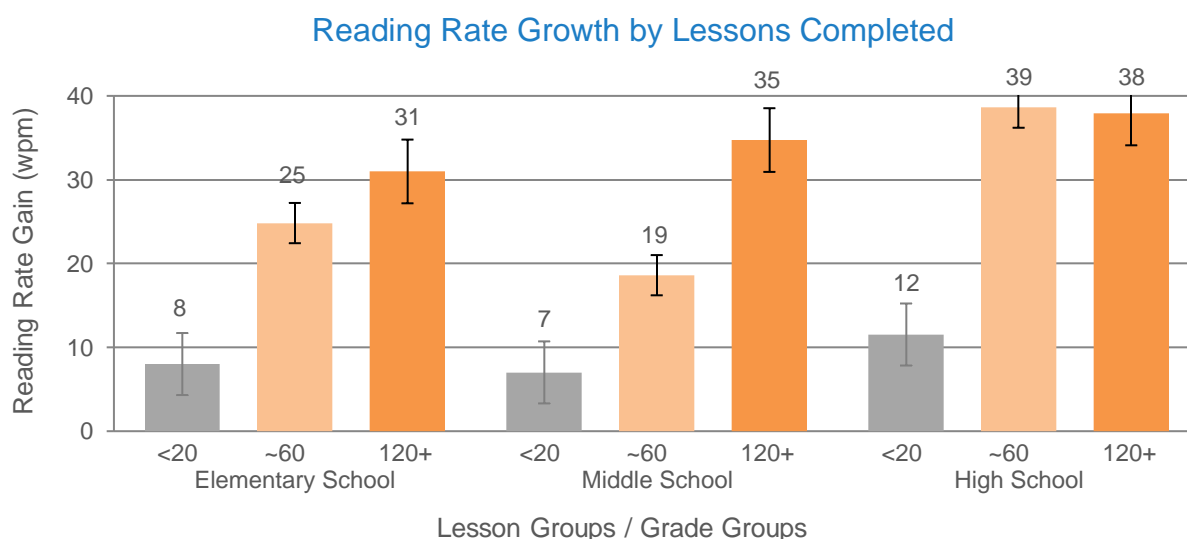
**Figure 3.** Vocabulary level gains (+/- SEM) achieved by Texas students in grades 2-5 (elementary school), 6-8 (middle school), and 9-12 (high school), at each of three levels of Reading Plus use (<20 lessons (ES) or no lessons between benchmarks (MS, HS), ~60 lessons, and 120+ lessons). Students with more Reading Plus use achieved significantly larger vocabulary level gains ( $p < .001$ ) in all grade groups except HS.



## Comprehension-Based Silent Reading Rate Growth (Sub-Score)

Silent reading rates collected in the absence of adequate comprehension cannot be regarded as valid and characteristic reflections of a student's reading efficiency. The label 'comprehension-based silent reading rate' distinguishes the rate (words per minute; wpm) at which a student is capable of silently reading *and* comprehending text.

Across all grade groups, students who completed more Reading Plus lessons during the school year increased their comprehension-based silent reading rates to a significantly greater extent than did students who had completed few or no lessons (Figure 4). Previous research has shown that increased reading efficiency is the gateway to increased reading comprehension and motivation ([see research brief](#)).



**Figure 4.** Mean comprehension-based silent reading rate gains (+/- SEM) in words per minute (wpm) achieved by Texas students in grades 2-5 (elementary school), 6-8 (middle school), and 9-12 (high school), at each of three levels of Reading Plus use (<20 lessons (ES) or no lessons between benchmarks (MS, HS), ~60 lessons, and >120 lessons). Students with more Reading Plus use achieved significantly larger reading rate gains ( $p < .001$ ) in all grade groups.

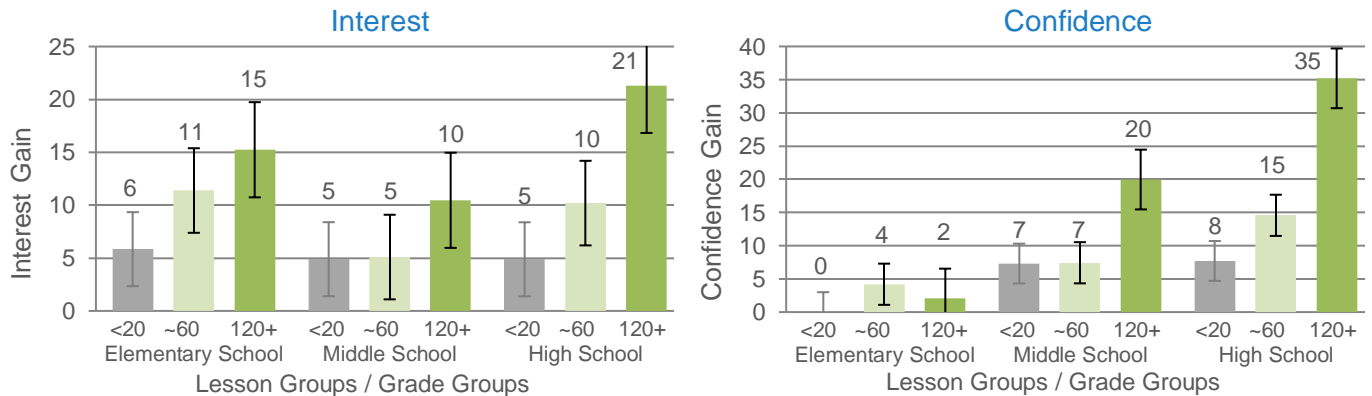
Research has shown that reading efficiency is positively associated with reading comprehension, interest, and confidence. Moreover, increases in reading efficiency among students who engage in Reading Plus practice have been shown to be associated with increases in reading proficiency, interest, and confidence. These results have led to reading efficiency being regarded as the 'gateway' to increased reading comprehension and motivation ([see research brief](#)).



## Motivation Growth

Across all grade groups, Reading Plus instruction had a positive effect on students' self-reported reading interest and reading confidence (self-efficacy), as shown in Figure 5. Previous research has found that reading motivation and reading success are closely linked ([see research brief](#)).

### Growth in Self-Reported Reading Interest and Confidence by Lessons Completed

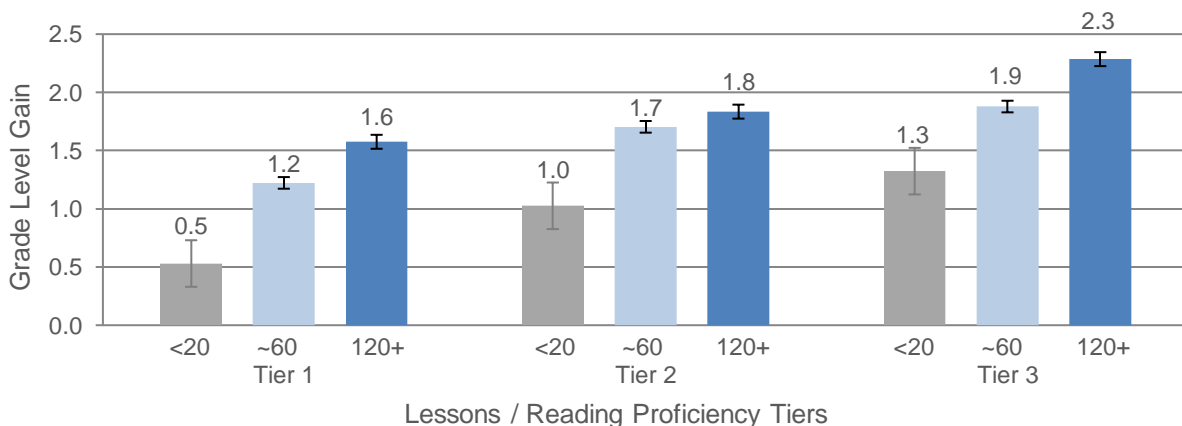


**Figure 5.** Changes in two motivational constructs as reported by Texas students in grades 2-5 (elementary school), 6-8 (middle school), and 9-12 (high school), at each of three levels of Reading Plus use (<20 lessons (ES) or no lessons between benchmarks (MS, HS), ~60 lessons, and >120 lessons). Students with more Reading Plus use reported larger gains in reading interest and confidence. These differences were significant in MS ( $p < .001$ ), but not in ES, where these measures were already near the top of the scale, nor in HS.

## Proficiency Growth by Reading Proficiency Tier

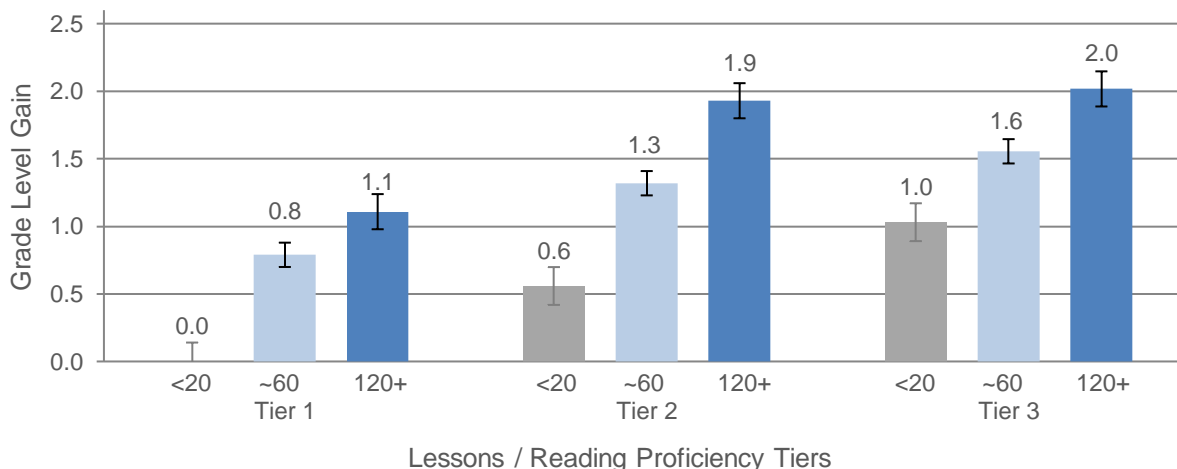
More intensive use of Reading Plus is recommended for students who are reading below grade level and need to catch up with their peers. Figures 6-8 below shows the amount of reading proficiency growth achieved by students who started the school year at or above grade level (Tier 1), below grade level (Tier 2), or well below grade level (Tier 3), and completed fewer than 20 Reading Plus lessons, approximately 60 lessons, or at least 120 lessons.

### Elementary School: Reading Proficiency Growth by Amount of Reading Plus



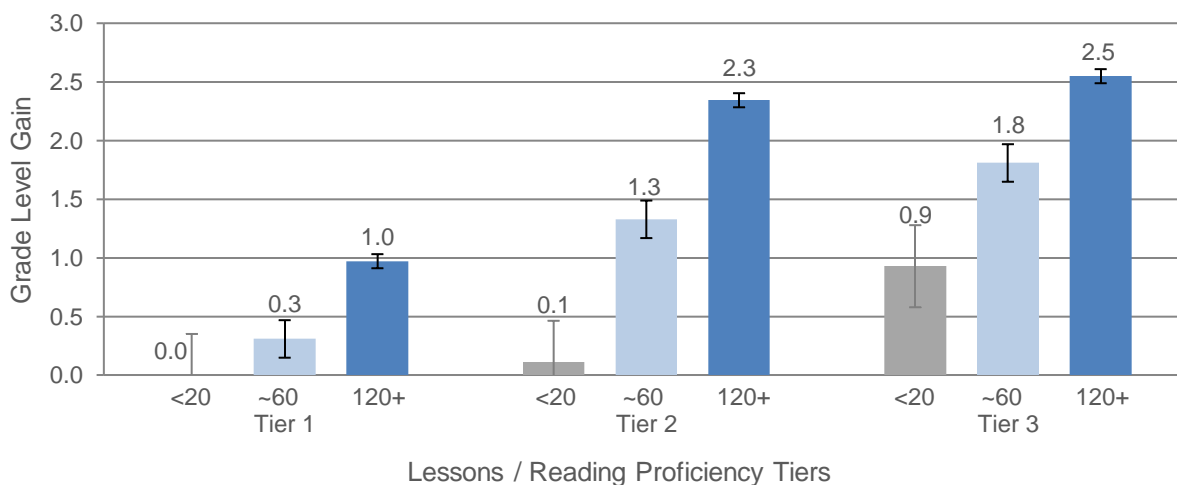
**Figure 6.** Proficiency gains (+/- SEM) achieved by elementary school students. Three levels of Reading Plus use are shown for each tier group: Tier 1 (at/above grade level); Tier 2 (below grade level but less than three grades below); Tier 3 (3+ levels below grade level). Elementary school students who completed 120+ Reading Plus lessons achieved large reading proficiency gains in all tier groups (Tier 1, 1.6 grade levels,  $p < .001$ ; Tier 2, 1.8 grade levels,  $p < .001$ ; Tier 3, 2.3 grade levels,  $p < .001$ ). These gains were significantly larger than those of their peers who did not use Reading Plus ( $p < .001$ ).

## Middle School: Reading Proficiency Growth by Amount of Reading Plus



**Figure 7.** Reading proficiency gains (+/- SEM) achieved by middle school students. Three levels of Reading Plus use are shown for each tier group: Tier 1 (at/above grade level); Tier 2 (below grade level but less than three grades below); Tier 3 (3+ levels below grade level). Middle school students who completed 120+ Reading Plus lessons achieved large reading proficiency gains in all tier groups (Tier 1, 1.1 grade levels,  $p < .001$ ; Tier 2, 1.9 grade levels,  $p < .001$ ; Tier 3, 2.0 grade levels,  $p < .001$ ). These gains were significantly larger than those of their peers who did not use Reading Plus ( $p < .001$ ).

## High School: Reading Proficiency Growth by Amount of Reading Plus



**Figure 8.** Reading proficiency gains (+/- SEM) achieved by high school students. Three levels of Reading Plus use are shown for each tier group: Tier 1 (at/above grade level); Tier 2 (reading at a middle school grade level); Tier 3 (reading at an elementary school grade level). High school students who completed 120+ Reading Plus lessons achieved large reading proficiency gains in all tier groups (Tier 1, 1.0 grade levels,  $p < .001$ ; Tier 2, 2.3 grade levels,  $p < .001$ ; Tier 3, 2.5 grade levels,  $p < .001$ ). These gains were significantly larger than those of their peers who did not use Reading Plus ( $p < .001$ ).

## Summary

The results of this study show that Texas students in all grade levels who engaged in Reading Plus instruction over the course of the 2018-2019 school year increased their capacity to comprehend increasingly complex texts, developed their capacity to understand higher levels of general academic vocabulary, and improved their reading efficiency. Students who completed more Reading Plus lessons achieved significantly larger gains than their peers who engaged in little or no Reading Plus practice. The results also show that the Texas students who engaged in more Reading Plus instruction typically developed more reading confidence and increased their interest in reading. This in turn increases the likelihood that they will continue to use reading as a means to expand their knowledge, to be entertained, and to seek inspiration.





See full published [report](#).

#### Region

Northeastern U.S.

#### County Population

160,000

#### School District Size

3,700 pupils

#### Schools

Six elementary schools

#### Study Participants

426 students:

213 used Reading Plus

213 matched controls

#### Grade Level

210 students in grade 4

216 students in grade 5

#### Gender

50% male, 50% female

#### Race & Ethnicity

70.7% White, 11.5% Black,  
9.4% Asian, 8.0% Multiracial  
or Other; 2.1% Hispanic/  
Latino

#### English Language Status

15.7% ELL

#### Special Needs

8.5% on IEPs

#### Free or Reduced Price Lunch

39% received free or  
reduced price lunch

#### Study Inclusion Requirements

Students with fall 2015  
and spring 2016 GRADE™  
scores and comprehension-  
based silent reading  
efficiency measures.

## Randomized Trial: Students Achieved Significantly Larger Gains in Proficiency with Reading Plus

*Less efficient students experienced larger reading efficiency growth.*

*More efficient students experienced accelerated reading achievement gains.*

### Overview

This randomized controlled trial examined the impact of Reading Plus on the reading proficiency development of 426 fourth- and fifth-grade students in a northeastern U.S. urban school district.

Reading proficiency was evaluated in the fall of 2015 and spring of 2016 using the *Group Reading Assessment Diagnostic Evaluation™* (GRADE™; Williams, 2001) and an eye movement recording system (Visagraph; Spichtig et al., 2016). The students were paired based on their fall GRADE Assessment Standard Scores as well as school, class, and demographic factors. One member of each pair was then randomly assigned to either the treatment or control group; the other pair member was assigned to the alternate group.

Over the school year, during daily scheduled 25-minute supplemental literacy blocks, students in the *control group* received targeted reading instruction using the district's usual curricula. Those in the *treatment group* received Reading Plus, completing an average of 93 15-minute scaffolded silent reading lessons.

#### Reading Achievement Gains

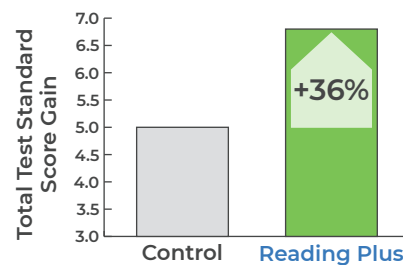


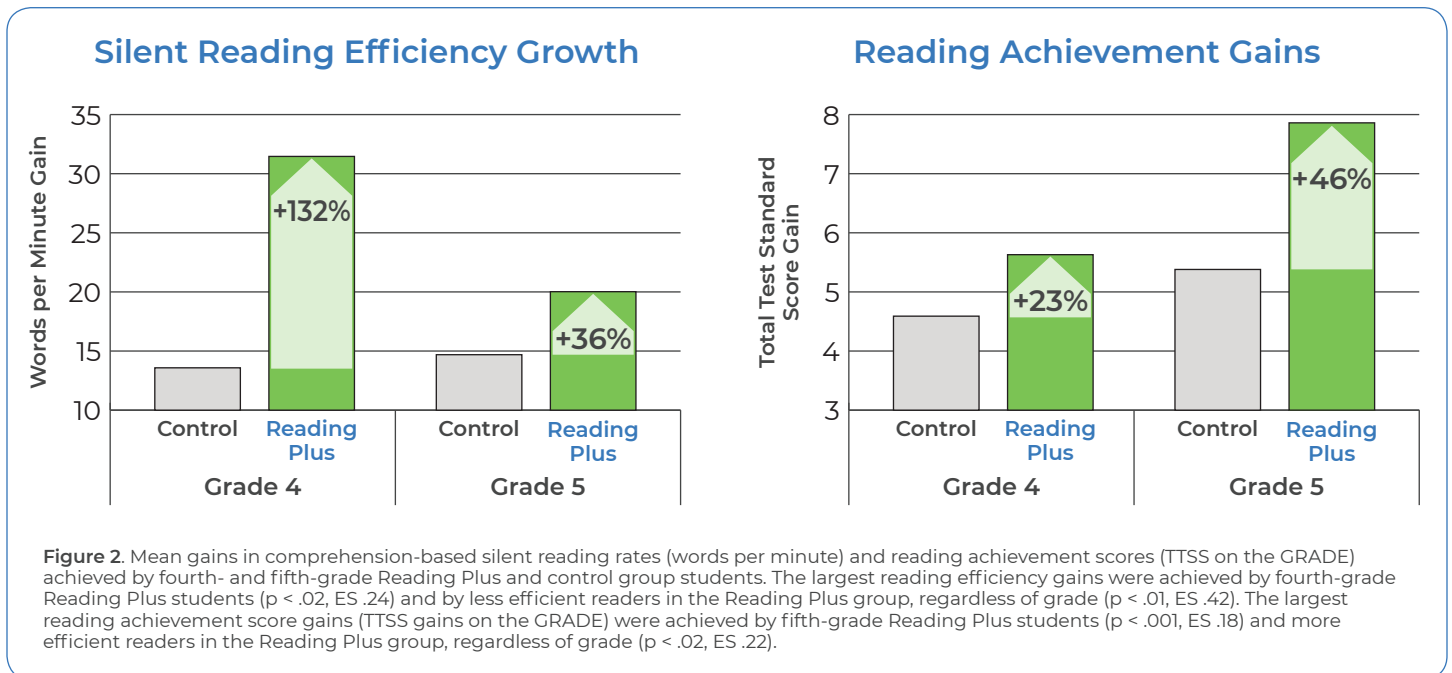
Figure 1. Reading achievement score gains as measured by the GRADE assessment.

### Summary of Results

- ▶ **36% Larger Overall Reading Achievement Gains vs. Control** -- Overall, students in the Reading Plus (RP) treatment group achieved 36% larger reading achievement score gains than their peers in the control group.
- ▶ **132% Larger Reading Efficiency Gains vs. Control in Grade 4** -- The largest reading rate gains were achieved by fourth-grade RP students and by less efficient readers in the RP group, regardless of grade.
- ▶ **46% Larger Reading Achievement Gains vs. Control in Grade 5** -- The largest reading achievement score gains were achieved by fifth-grade RP students and more efficient readers in the RP group, regardless of grade.

## Key Results

Students who used the Reading Plus program made significantly larger gains in reading efficiency and reading achievement. The largest reading efficiency gains (reading rate, fixations, and regressions) were achieved by the fourth-grade RP group and less efficient RP students regardless of grade. The largest reading achievement score (TTSS) gains were achieved by the fifth-grade RP group and more efficient RP students regardless of grade. Expressed as grade equivalents, fourth-grade RP students accelerated their reading achievement by 2.5 grade levels, or 5 months (23%) more than their control peers. The fifth-grade RP students improved their reading achievement by 2.4 grade levels, or 8 months (46%) more than their control peers. RP students in fourth grade improved their reading efficiency by 31 wpm, or 18 wpm (132%) more than their control peers. RP students in fifth grade improved their reading efficiency by 20 wpm, or more than 5 wpm (36%) more than their control peers.



## Summary

This experiment provides strong evidence that engaging students in Reading Plus instruction significantly accelerates growth in both reading efficiency and reading achievement in comparison to the standard supplementary literacy block instruction. Given the evidence, the Reading Plus program can be used with confidence to engage students in effective, independent silent reading instruction.

## References

- Spichtig, A. N., Gehsmann, K. M., Pascoe, J. P., & Ferrara, J. D. (2019). The Impact of Adaptive, Web-Based, Scaffolded Silent Reading Instruction on the Reading Achievement of Students in Grades 4 and 5. *The Elementary School Journal*, 119(3), 443-467.
- Spichtig, A. N., Hiebert, E. H., Vorstius, C., Pascoe, J. P., Pearson, P. D., & Radach, R. (2016). The Decline of Comprehension-Based Silent Reading Efficiency in the United States: A Comparison of Current Data with Performance in 1960. *Reading Research Quarterly*, 51(2), 239-259.
- Williams, K. T. (2001). The Group Reading Assessment and Diagnostic Evaluation (GRADE). *Technical Manual*. San Antonio, TX: Pearson Education, Inc.

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## **Appendix B: PRICING**

### **Pricing Attachment**

All pricing must be entered into the Excel template provided in the Bonfire portal for this RFP. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free in order to be made available under the contract.

### **Not to Exceed Pricing**

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

### **Other Discounts or Enhanced Pricing**

Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.

### **Other Restrictions and Fees**

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

## Appendix C: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of 11/16/2022, by and between Dreambox Learning Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Instruction Materials and Services Software ("the products and services").*

### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at 400 E. Spring Valley Rd., Richardson, TX 75081.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with EdTech Exchange Coop.

#### 1. ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1. Awarded vendor shall perform all duties, responsibilities and obligations as set forth in this agreement, and required under the Vendor Contract.
- 1.2. Region 10 ESC shall perform its duties, responsibilities and obligations as set forth in this agreement, and required under the Vendor Contract.
- 1.3. Purchasing Procedure:
  - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per EdTech Exchange Coop Contract # XXXXXXXX."
  - Vendor delivers goods/services directly to the participating agency.
  - Awarded vendor invoices the participating agency directly.
  - Awarded vendor receives payment directly from the participating agency.
  - Awarded vendor reports sales quarterly to EdTech Exchange Coop.
- 1.4. Customer Support: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1. The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2. Renewal will take place automatically each year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. Compliance: Master Interlocal Agreements between Region 10 ESC and its Members have been established under state procurement law.
- 3.3. Offeror's Promise: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4- FORMATION OF CONTRACT

- 4.1. Offeror Contract Documents: Region 10 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2. Form of Contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), this Partnership Agreement, and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. Entire Agreement (Parol evidence): The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. Assignment of Contract: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. Novation: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under



this contract. Region 10 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

- 4.6. Contract Alterations: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 10 ESC staff member.
- 4.7. Order of Precedence: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:
  - Special terms and conditions
  - General terms and conditions
  - Specifications and scope of work
  - Attachments and exhibits
  - Documents referenced or included in the solicitation
- 4.8. Supplemental Agreements: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. Adding authorized distributors/dealers: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from Region 10 ESC. Awarded vendors must notify Region 10 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by Region 10 ESC.

5. ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. Cancellation for Non-Performance or Contractor Deficiency: Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 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 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
  - Providing material that does not meet the specifications of the contract;
  - Providing work and/or material that was not awarded under the contract;
  - Failing to adequately perform the services set forth in the scope of work and specifications;
  - Failing to complete required work or furnish required materials within a reasonable amount of time;
  - Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
  - Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 10 ESC or participating member prior to such work
- 5.2. Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may

result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.3. Delivery/Service Failures: Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4. Force Majeure: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- 5.5. Standard Cancellation: Region 10 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

## 6. ARTICLE 6- LICENSES

- 6.1. Duty to keep current license: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2. Survival Clause: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7- DELIVERY PROVISIONS

- 7.1. Delivery: Vendor shall deliver said materials and/or services purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be delivered within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2. Inspection & Acceptance: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay any costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

8. ARTICLE 8- BILLING AND REPORTING

- 8.1. Payments: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2. Invoices: The awarded vendor shall submit invoices to the participating entity clearly stating "Per EdTech Exchange Coop Contract # ETXXXXXXX". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3. Tax Exempt Status: Knowing and complying with the tax laws in each state is the sole responsibility of the vendor.
- 8.4. Reporting: The awarded vendor shall provide Region 10 ESC with an electronic accounting report, in a format prescribed by Region 10 ESC in Attachment A, on a quarterly basis summarizing all contract Sales for the applicable three month period. Reports of Contract Sales for Region 10 ESC and member agencies in each quarter shall be provided by awarded vendor to Region 10 ESC by the 10<sup>th</sup> business day of the following the close of the quarter. If there are no sales to report, Vendor is still required to communicate that information via email. Failure to provide a quarterly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the contract at Region 10 ESC's sole discretion.

9. ARTICLE 9- PRICING

- 9.1. Best price guarantee: The awarded vendor agrees to provide pricing to Region 10 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through Region 10 ESC following a reduction in the manufacturer or publisher's direct cost.
- 9.2. Price increase: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 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. Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested. It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the

original contract.

- 9.3. Additional Charges: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4. Price reduction and adjustment: Price reduction may be offered at any time during the contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5. Administrative Fees: All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Region 10 ESC by the awarded vendor. The awarded vendor agrees to pay a 1% administrative fee quarterly to Region 10 ESC of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 10 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales"). Region 10 ESC will invoice vendor after verifying quarterly reports. Administrative fee payments are to be paid by the awarded vendor to Region 10 ESC within thirty (30) days of receipt of invoice.

Additional administrative fees may be negotiated if awarded vendor and Region 10 ESC mutually agree to additional partnership elements. Any additional partnership elements and additional fees will be outlined in a contract amendment mutually agreed and signed by both parties.

- 9.6. The awarded vendor will receive early access to register for EdTech Exchange events and will receive EdTech Exchange signs for their conference booths as well as an EdTech Exchange partnership logo for use online.
- 9.7. The awarded vendor will also receive a 10% discount on registration for EdTech Exchange-related events. When revenue shared with Region 10 exceeds \$5,000, vendor will be able to reserve rooms in the Region 10 Spring Valley or Abrams Conference Center twice a year for vendor events to educate/train/demonstrate the awarded vendor's product, subject to availability. Region 10 ESC will also offer a 50% discount on registration and booking fees at this contract volume for EdTech Exchange-related events.

## 10. ARTICLE 10- PRICING AUDIT

- 10.1. Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any entity that utilizes this Agreement. Region 10 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 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 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 10 ESC or Region 10 ESC.

11. ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1. Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2. Discontinued products: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3. New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 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 10 ESC may reject any additions without cause.
- 11.4. Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5. Product line: Offerors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6. Warranty conditions: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

12. ARTICLE 12- MISCELLANEOUS

- 12.1. Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:  
"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."
- 12.2. Disclosures: Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Region 10 ESC.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at

independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 12.3. Indemnity: The awarded vendor shall protect, indemnify, and hold harmless Region 10 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving Region 10 ESC, its administrators and employees and agents will be in Dallas County, Texas. Any litigation involving Region 10 ESC members shall be in the jurisdiction of the participating agency.
- 12.4. Franchise Tax: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 12.5. Marketing: Awarded vendor agrees to allow Region 10 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 10 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 10 ESC.
- 12.6. Certificates of Insurance: Certificates of insurance shall be delivered to the Region 10 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 12.7. Legal Obligations: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 12.8. Boycott Certification: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 12.9. Open Records Policy: Because Region 10 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 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 10 ESC must comply with the opinions of the OAG.

Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

- 12.10. All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.


[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

## CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.


### VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Prices are guaranteed: **120 days**

Company name Dreambox Learning Inc.  
Address 777 108th Avenue NE, STE 2300,  
City/State/Zip Bellevue, WA 98004  
Telephone No. 877-451-7845  
Fax No. 425-484-6476  
Email address legal@dreambox.com  
Printed name Lance Ludman  
Position with company CFO  
Authorized signature 

Term of contract January 1, 2023 to December 31, 2023

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

 1/18/23  
Region 10 ESC Authorized Agent Date

Jim Newhouse  
Print Name

EdTech Exchange Contract Number ET221806



#### **Appendix D: ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

#### **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

- DOC #11 General Terms & Conditions and Acceptance Form


**DOC #1 CLEAN AIR AND WATER ACT**

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

Potential Vendor: Dreambox Learning Inc.

Title of Authorized Representative: CFO

Mailing Address: 777 108th Avenue NE, STE 2300, Bellevue, WA 98004

Signature: 

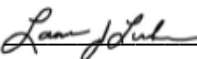
**DOC #2 DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Dreambox Learning Inc.

Title of Authorized Representative: CFO

Mailing Address: 777 108th Avenue NE, STE 2300, Bellevue, WA 98004

Signature: 

### DOC #3 LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



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Signature of Respondent

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11/16/2022

Date

## DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

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### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

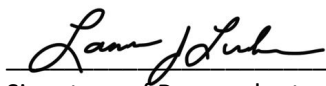
The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

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### Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

11/16/2022

Date

**DOC #5 ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** Dreambox Learning Inc.

**ADDRESS** 777 108th Avenue NE, STE 2300

Bellevue, WA 98004

**PHONE** 877-451-7845

**FAX** 425-484-6476

**RESPONDANT**

*Shivomi Prematilleke*

Signature

Shivomi Prematilleke

Printed Name

Strategic Sales Development Specialist

Position with Company

**AUTHORIZING OFFICIAL**

*Lance Ludman*

Signature

Lance Ludman

Printed Name

CFO

Position with Company

## **DOC #6 IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

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

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

### **Filing Process:**

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

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

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**DOC #7 BOYCOTT CERTIFICATION**

Respondent certifies that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Respondent certifies that respondent does not boycott energy companies, and it will not boycott energy companies during the term of any subsequent contract. Pursuant to Texas Government Code Chapter 2274, as enacted in Senate Bill 13 of the 87th Texas Legislature, if respondent is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with the ESC is \$100,000 or more, the respondent must represent and warrant to the ESC that the respondent does not boycott energy companies and will not boycott energy companies during the term of any subsequent contract.

**DOC #8 TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

**DOC #9 NONDISCRIMINATION AGAINST FIREARM INDUSTRY CERTIFICATION**

Respondent certifies that respondent does not discriminate against firearm entities or firearm trade associations, and it will not discriminate against firearm entities or firearm trade associations during the term any subsequent contract. Pursuant to Texas Government Code Chapter 2274, as enacted in Senate Bill 19 of the 87th Texas Legislature, if respondent is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with the ESC is \$100,000 or more, the respondent must represent and warrant to the ESC that the vendor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any subsequent contract.



**DOC #10 RESIDENT CERTIFICATION:**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "resident Bidder"
- ☒ I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Dreambox Learning Inc.	777 108th Avenue NE, STE 2300	
Company Name	Address	
Bellevue	Washington	98004
City	State	Zip

## DOC #11 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

### 1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? LL

(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

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 in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? LL

(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? LL

(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 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.

Does vendor agree? LL

(Initials of Authorized Representative)

### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? LL

(Initials of Authorized Representative)

## 6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? LL

(Initials of Authorized Representative)

## 7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? LL

(Initials of Authorized Representative)

## 8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? LL

(Initials of Authorized Representative)

## 9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? LL  
(Initials of Authorized Representative)

#### **10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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.

Does vendor agree? LL  
(Initials of Authorized Representative)

#### **11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? LL  
(Initials of Authorized Representative)

#### **12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? LL  
(Initials of Authorized Representative)

#### **13. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? LL

(Initials of Authorized Representative)

**14. Applicability to Subcontractors**

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

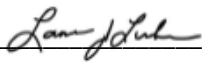
Does vendor agree? LL

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Dreambox Learning Inc.

Company Name



Signature of Authorized Company Official

Lance Ludman

Printed Name

CFO

Title

11/16/2022

Date

## DOC #12 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

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

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

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained and listed below. **Redlining the terms and conditions in the document above is unacceptable and may result in your proposal being removed from consideration.** Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

Appendix C: VENDOR CONTRACT AND SIGNATURE FORM - 1. ARTICLE 1- GENERAL TERMS AND CONDITIONS - 1.13 Purchasing Procedure: Add to procedure "Participating agencies must sign a 'DreamBox Software and Services Agreement' to initiate purchase."

### 5. ARTICLE 5- TERMINATION OF CONTRACT

5.1. Cancellation for Non-Performance or Contractor Deficiency: Change "Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 10 ESC or participating member prior to such work" to "Performing work or providing services under the contract prior to receiving an authorized purchase order **or signed DreamBox Software and Services Agreement** from Region 10 ESC or participating member prior to such work."

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

DreamBox Learning, Inc  
Bellevue, WA United States

**Certificate Number:**  
2022-956298

**Date Filed:**  
11/16/2022

**Date Acknowledged:**

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

Region 10 ESC

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

RFP# 2022-18  
Supplemental educational software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Deneb Ultimate Topco, LLC	Bellevue, WA United States	X	

**5 Check only if there is NO Interested Party.**

☐

### 6 UNSWORN DECLARATION

My name is Lance Ludman, and my date of birth is 01/13/1972.

My address is 777 108th Ave NE, Suite 2300, Bellevue, WA, 98004, USA  
(street) (city) (state) (zip code) (country)

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

Executed in King County, State of WA, on the 16th day of Nov, 2022  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)