

REQUEST FOR PROPOSAL FOR EDUCATION SOFTWARE AND RELATED PRODUCTS AND SERVICES

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1184



Publication date	12/10/2020
Product or service	Education Software and Related Products and Services
RFP #	2020-12
Proposal due date	1/14/2021
Proposal submittal location	https://region10.bonfirehub.com/portal/?tab=login
Principle contract officer	Clint Pechacek Purchasing Consultant
Public opening location	Region 10 ESC 400 East Spring Valley Rd Richardson, TX 75081

Education Service Center, Region 10 ("Region 10 ESC") is seeking proposals for the procurement of Education Software and Related Products and Services. Responses will be accepted until 2 pm on January 14, 2021. All times are Central Standard Time.

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at clint.pechacek@region10.org by 4:00 pm on January 13, 2021 to receive an invitation. Requests for an invitation after that time will not be accepted. The bid opening will begin at 2 pm Central Time on January 14, 2021 after all submissions have been received.

In general, Coop members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on Deviation Statement & Signature Page and will be considered.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. Region 10 reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so.

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).)

1/13/2021

Date



Authorized Signature & Title

Director of Curriculum & Technology Integration

Appendix A: QUESTIONNAIRE

COMPANY PROFILE

1. What is your company's official registered name? Forward Edge, LLC
2. What is/are your corporate office location(s)? 2724 E Kemper Road, Cincinnati, OH 45241
3. Please provide a brief history of your company, including the year it was established.

Forward Edge is an education-focused technology solutions and service provider serving approximately 130 school districts since 2005. Because we focus 100% on Education, our partner districts' needs are our top priority. From cabling infrastructure, to networking and engineering services, to providing devices, to curating and delivering professional development, school districts count on us to bring a deep specialized expertise to each school system we service. To understand all of the solutions we offer, visit bit.ly/feoverview.

We understand the dynamic facets of K-12 Education because most of our staff joins us from the Education world. Our goal is to provide leading technological solutions to the K-12 Market that enhance the learning experience and assist schools via technology integration to produce the highest possible student outcomes, which will put their students in the best positions to find current and future success.

Forward Edge is a leading technology designer for new schools that are being built in our region. As Technology Designers, we layout maps for Technology Infrastructure, VOIP, Audio/Visual, Classroom A/V, Physical Security, PA Systems, Clocks and more in order to future-proof schools. As a Google Education Transformation Partner, we lead districts in making transformative changes at all levels that leaves a lasting impact on the way a district utilizes technology.

4. Who is your competition in the marketplace?

Our competition in the industry includes companies like Vartek, Five Star Technologies, NextStep Networking, CBTS, XTech Partners, CDW-G, Lake Tec. On the training and professional development side of our business our biggest competitors are Educational Service Centers that operate in each county or region who provide similar services to ours in terms of Technology and Curriculum Integration department (i.e. trainings, bootcamps, online professional development, coaching, etc.).

Digital Promise and Alludo are the largest competitor for our Edge•U Badges program. However, there are large differences between each program. Digital Promise micro-credentials, while valuable, take a significant amount of time to complete a single badge; a large motivational factor for teachers in Edge•U is how quickly an individual can learn and implement skills from a single badge, which keeps them coming back for more. Alludo requires school employees to develop, maintain, and approve all of their own content and badge submission; Edge•U takes care of all that work for our schools.

5. What are your overall annual sales for last three (3) years?
2019 = \$23,115,551
2018 = \$18,882,883
2017 = \$14,881,790
6. What are your overall public sector sales, excluding Federal Government, for last three (3) years?
See above; we only work with education

7. What differentiates your company from competitors in the public sector?
Simply put, most competitors are not K-12 Education specific. Because most of our staff members were previously employed in the K-12 education arena, we deeply understand the needs of K-12 education. Our comprehensive, niche approach allows us to develop solutions that truly have the customers best interest at its heart because we have thought of every angle of K-12 Education. We understand that learning time is sacred. We offer solutions with integrity- developed with input from school administrators and teachers- that align with current and future needs. Our services are hand-picked, responsive solutions to minimize lost learning, increase teacher effectiveness and impact student engagement.

We're passionate about the work we do with schools; our deep knowledge and understanding of education allows us to develop relationships that add value and trust, while facilitating sustained support and making sure districts meet their unique goals. Our partner districts trust us and like to do business with us, which is evidence in the fact that our top 60 customers use over 50% of our solutions.

8. 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?

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

9. Diversity Vendor Certification Participation - It is the policy of some entities participating in EdTech to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable 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 ☐ Yes ☒ No
List certifying agency: _____

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

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No
List certifying agency: _____

- c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE ☐ Yes ☒ No
List certifying agency: _____
- d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB ☐ Yes ☒ No
List certifying agency: _____
- e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone ☐ Yes ☒ No
List certifying agency: _____
- f. Other
Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No
List certifying agency: _____

Pricing

10. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?
☒ Yes
☐ No
(If answer is no, attach a statement detailing how pricing for participants would be calculated.)
11. Does pricing submitted include the required administrative fee?
☒ Yes
☐ No
12. Define your standard terms of payment.
30 days, PO required.

Alignment to Region 10 Mission

13. What is the educational need your solution seeks to address?
Edge•U seeks to address three main high-needs categories for teachers: teaching at a distance, improving online content and courses, and supporting students at a distance.
14. How does your solution address the above-identified need? Please outline your products and services being offered, including the features and benefits.

Teaching at a Distance

"I was not fully prepared for going to distance learning (was anybody??). However, I can say that the time I had spent earning badges with Edge•U proved to be a lifesaver! I was much better equipped to deal with the sudden shift to digital learning." -Lori, Teacher.

With much instruction online and an ever increasing number of edtech tools, our program makes a real difference for teachers in utilizing necessary tools for learning. COVID-19 has exacerbated the lack of teacher

preparedness when using technology even at a basic level and we have seen dramatic growth in the use of Edge•U since March 2020 due to COVID-19.

Edge•U professional development leads to increased teacher engagement and excitement to learn new skills which will in turn directly impact student learning. Learning new skills and earning badges will help teachers to be more successful when teaching at a distance. Edge•U is a program that allows teachers to choose the topics they want to learn about, gives them the opportunity to learn the tools and skills on their own time, at their own pace, and awards badges to participants for applying various topics in the classroom. The program creates a sense of personal accomplishment and excitement among all teaching professionals.

The Edge•U program can be used by all educators in any district to help improve their effectiveness in the classroom. Our program helps teachers choose tools that they can learn at their own pace and then learn how to implement the new skills in the classroom to directly impact learning. Each badge supports growth and development with instructional technology, and therefore, each badge supports educators with teaching at a distance.

Developing and Improving Online Content/Courses

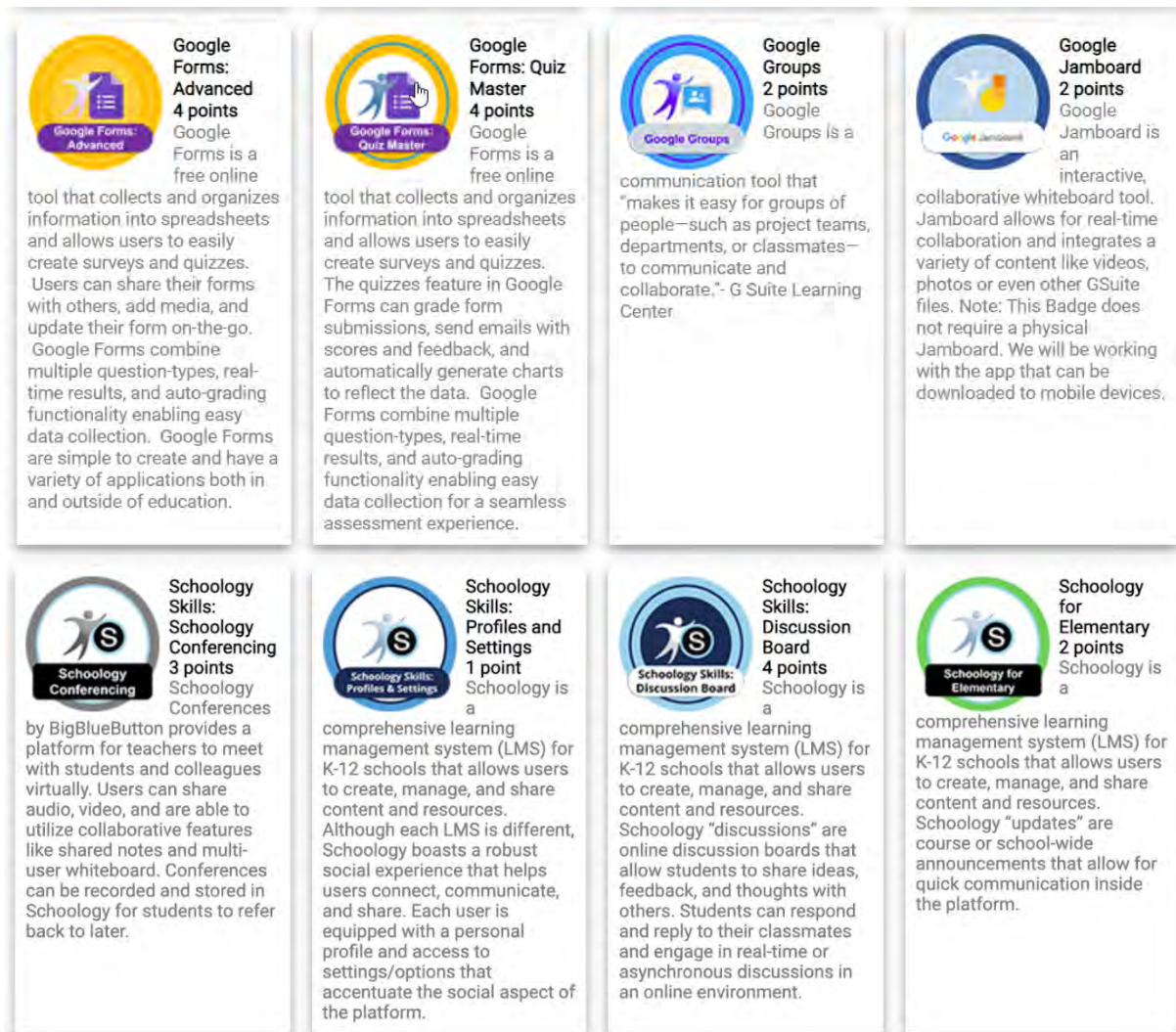
“The badges from the Edge•U program offers personalized learning for our teachers at their own pace and allows them to maximize tools available in the Google suite. Edge•U also has data analytics available for district leaders and principals to better understand what technology topics of interest and the pace at which teachers are working toward completion of badges. We love that Edge•U can be embedded into PD Days as well as holidays for those that would like to continue learning remotely outside of the school day.” - Gretchen, Director of Teaching and Learning

Edge•U Badges helps teachers improve online content for their students through the use of online tools which improve student engagement, teacher capacity, and help everyone to work and learn together more efficiently.

Edge•U received the International Society for Technology in Education (ISTE) Seal of Alignment for the Educator Standards in February 2020. By earning a Seal of Alignment, a solution is shown to consciously, purposefully and meaningfully support best practices for digital age teaching and learning.

Our commitment to our schools that currently use the program is that they can expect to see four to five new badges made available every month (there are currently over 180 badges available). We have begun to develop more strategy-based badges, as opposed to single tool focused, and plan to expand these strategy based badges in the areas of social-emotional learning, overall blended learning topics, diverse-learner support, gifted support, and much more.

We also offer badges that focus on how to use a Learning Management System (LMS), such as Schoology, Canvas, or Google Classroom, in a more efficient manner. Three years ago we had 40 badges to offer districts and we now have 187 to offer them. We anticipate that nearly 50 badges will be added each year in response to information shared with our technology integration specialists by teachers and administrators. At Forward Edge, we truly listen to our client districts by responding to their needs and we do our best to anticipate their needs. Teacher feedback truly helps drive the newly created badges.



Each badge has a "why" section to help educators understand the purpose behind the technology tool or strategy, and how it will impact their instruction. A few examples are below.

Schoology Skills - Assignments Badge:

Why? Schoology Assignments allow for the teacher to enter activities or tasks for a student to complete, review, download, or submit within the platform. Assignments can be graded within the Schoology platform as well for ease of use.

Digital Organization Badge:

Why? Now, more than ever, we need tips and tricks to stay organized in a digital environment. Discover easy ways to keep yourself and your students organized! Learn different strategies and conventions for how to declutter and organize your Google Drive, ways to stay organized within your LMS, and tips and tricks to help your students stay organized as well.

Google Forms - Advanced Badge:

Why? Google Forms are an excellent digital tool for assessment. Educators can gauge pre-existing knowledge, analyze results in real-time, and assess student learning. Using some of Google Forms advanced features allow educators to set parameters for response submission entry, password protect forms, enable add-ons, and add interactive elements like images and videos that enhance student engagement. Google Forms are extremely easy to create and manage, and all of the information the forms collect is automatically organized into a Google

Sheet. Teachers can use Google Forms to create auto-grading quizzes, in-class surveys, anticipation guides, branching activities and even upload images and videos. Given the tool's flexibility and application across all grade levels and subject areas, Google Forms is one of the best digital assessment tools around.

Choice Board Creator Badge:

Why? Providing learning opportunities where students can choose their own path is empowering. By creating choice boards students will be able to take ownership of their learning. Choice boards can be created for learning new content or demonstrating understanding at the end of a lesson or unit!

Google Slides Star Badge:

Why? Using presentation tools, like Google Slides, in the classroom allows educators to effectively structure their teaching, share relevant illustrations/visuals, and complement their instruction with engaging points that help students retain information. Using slideshows allow students to comprehend difficult material more easily and allow teachers to interact with the class more freely. Students and teachers can focus on the main points of a lesson when presentation tools are used effectively.

Schoology Assessment Advanced Badge:

Why? The Schoology Assessment feature is essential for educators with access to Schoology, who wish to create digital evaluative tools with the purpose of obtaining valuable student feedback and tracking progress. The Assessment feature is comprehensive and the assessment building process provides teachers with a variety of options to fit their students' needs and preferences, including enhanced question types, a personalized student toolbar for utilization of test-taking strategies, and more!

Supporting Students at a Distance

"I have learned so many valuable and applicable technology platforms using Edge U! Everything I have learned has impacted student learning and enhanced my teaching abilities! Thank you for supporting me as an educator!" - Heather, Teacher

No piece of hardware, technology web tool, or software program can magically solve student outcomes on its own; it is the teachers' understanding, use of, and ability to evaluate data provided by the program that ultimately impacts the students' experience. Consider two students - Emily and Mark - in the same school, in the same grade level, with access to the same devices and tools, yet have dramatically different educational experiences inside the classroom. Emily's teacher utilizes the tools made available as rote drill and kill, pen and paper substitute, and to consume material. Meanwhile, Mark's teacher next door uses those same tools in meaningful ways where he is able to create, design, collaborate, and solve problems that don't have a current solution. It is not always the what but the how that can make all the difference. Edge•U is that difference.

According to the US National Education Technology Plan released in 2016, there is a new digital divide: the Digital Use Divide, which is described in the scenario above. This was already a serious problem in schools across the world prior to the COVID-19 global school closures. Since teachers around the world have been trying to learn how to teach remotely and/or in some sort of hybrid face-to-face and remote setting their lack of even basic technology skills has been exacerbated. School leaders know this, yet they are faced with a lack of time and funding to bring in professional development specialists to close these teacher skill gaps, which have a direct impact on supporting students.

Our solution targets this problem head on, by making an anytime-anywhere learning solution available to teachers to train them on basic skills through robust, transformative strategies and tools to use in the classroom to create sustainable change in teacher practice, and ultimately student learning experience and outcomes!

The learner objectives of the Edge•U program parallel student learning that is delivered in online and blended settings. Teachers in the Edge•U program understand the basics of technology integration, evaluate how technology integration across different levels impacts instructional change, and reflect on the process of integrating technology and its impact on student learning.

15. Describe any integrations your organization can provide with other platforms.

Our platform is providing a single location for educators to receive training on a number of the platforms districts are already using, such as comprehensive GSuite for Education tools, different learning management systems - such as Schoology, and common free tools, such as Flipgrid, Padlet, and many more. At this time, the integration we offer is with social media, for users to share their earned badges with others. We do plan to implement single sign on with Google and Microsoft in future development plans

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

Our program uses HyperText transfer protocol secure (HTTPS) as a first layer of security for Edge•U. The SSL certificate encrypts the information that our users supply to the site, which then translates the data into a code. Our site is also secured via TLS (Transport Layer Security protocol). This helps prevent the transfer of data from being modified or corrupted. TLS is currently the most commonly used protocol for web security. We also maintain a monthly site review which includes WordPress version updates and plugin audits to ensure that our website is up-to-date.

17. Please provide any studies or proven test cases that demonstrate how well your solution addresses the above-identified need.



Edge•U recently earned the Seal of Alignment from the International Society for Technology in Education (ISTE) after an extensive review by ISTE Seal of Alignment reviewers.

About ISTE

The International Society for Technology in Education (ISTE) is the premier nonprofit membership organization serving educators and education leaders. ISTE is committed to empowering connected learners in a connected world and serves more than 100,000 education stakeholders throughout the world.

About the Seal of Alignment

Regardless of a solution's intended grade level, purpose or content area, by addressing the ISTE Standards and earning a Seal of Alignment, a solution is shown to consciously, purposefully and meaningfully support best practices for digital age teaching and learning. ISTE considers a solution aligned to the ISTE Standards only after an extensive review conducted by trained ISTE Seal of Alignment reviewers, and it has been determined to meet all critical elements of a particular standard indicator in accordance with specific review criteria.

By Earning a Seal of Alignment, ISTE verifies that Edge•U:

Promotes critical technology skills

Supports the use of technology in appropriate ways

Contributes to the pedagogically robust use of technology for teaching and learning

Aligns to the ISTE Standards in specific ways as described in the review finding report

Summary of Findings from the Seal of Alignment Review Process

To achieve the seal of alignment from ISTE, the Edge•U Badge platform went through a two-step review process with a select group of ISTE review committee members of education and instructional experts. The reviewers examined all aspects of Edge•U including evaluating the 110 badges available at the time of review to assess its alignment to the ISTE Standards for Educators. This process took over three months of work for the team to work through all the badges within the platform to determine if standards were aligned. After the detailed review process, Edge•U was determined to meet the ISTE Standards for Educators at the Foundational and Applied levels!

Read ISTE's full report here: <https://bit.ly/istesoaedgeu>.

A case study that we did with our pilot school district in 2017. You can read that information here: forward-edge.net/wp-content/uploads/2018/12/edgeu-case-study-final-4-pg.pdf

In addition to earning the ISTE Seal of Alignment, Edge•U was also recently selected by Tech & Learning as winner of the 2020 Best of Show at ISTE20 Live. See the article here: techlearning.com/news/2020-best-of-show-at-iste-awards-and-best-of-2020-awards

Software Reliability

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

Edge•U will use commercially reasonable efforts to make the Edge•U Badges Program available for access by Client and Client Users 99% of the time, measured on a monthly basis, excluding Planned Outages. "Planned Outages" means the installation of upgrades, routine application, server, or network configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Edge•U Badges Program utilization times, typically after 6pm Eastern. Edge•U will post an advance announcement of any Planned Outage on the Edge•U website through which Client Users access the Edge•U Badges Program.

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

We are confident that our guaranteed uptime for Edge•U will be met, excluding Planned Outages as outlined above. However, for each year of the term of this Agreement, if Edge•U achieves a 12-month uptime average of less than 99%, the Agreement period will be extended one (1) week for every percentage point below 99%.

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

Our service level agreement (SLA) is a service-based commitment between the information technology services available for Edge•U and the customer procuring the program. We do provide onboarding for every school who purchases the program, as well as manage account creation for all teachers.

- Level 0 (Immediately) - Self-help and user-retrieved information such as the welcome guide, badge information, Learn It videos, etc.
- Level 1 (Within 12 business hours) - Technical support/Help desk resolution - There is a chat button on the bottom-right corner of every page within Edge•U. If a teacher is struggling to understand how to do something, they can always reach out to our team for help. Teachers can also get help by sending an email to Edge•U at the email listed under all badge submission directions.
- Level 2 (Within 1-2 business days) Expert product, content, and service support - As former educators ourselves, we understand the importance of timely, constructive feedback. A member of our team- a former educator- reviews every badge after users submit their evidence of implementation. Edge•U users can expect to either be awarded the badge or receive feedback within one to two business days; no badge submission is denied without the user receiving specific feedback on what they need to do in order to resubmit the badge successfully. The initial follow-up is completed via email, and video meetings are facilitated to help a struggling educator achieve success.

Customer Training and Support

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

Forward Edge has one location in Cincinnati, Ohio. The traditional business hours are 8a-5p Eastern, Monday through Friday.

22. Describe how your company's program for training customers on your solution.

One of the things that make Edge•U best-of-class is its simplicity. We keep our platform very simple to navigate, so all the learning is focused on the actual tools and strategies presented in each badge. We provide onboarding for every school who purchases the program, as well as manage account creation for all teachers. First we work to organize an early-adopter group, which consists of teacher representatives as well as building leadership, so they understand how the program can support their teachers and other building initiatives. We then lead a 30-45 minute introduction to the program, either in person or via video conferencing, to ensure users understand what and where to access badges, as well as how to be successful in earning badges. After the early adopter group has had about two-weeks in the program, we conduct another 30-45 minute session for each building so that all teachers receive the same onboarding experience.

In addition to the onboarding sessions, we provide an email announcement template and a getting started guide to district leadership to assist with introducing Edge•U to their staff.

23. Describe how your company provides technical support to customers for your solution.

There is a chat button available on every page of Edge•U, where users can submit a message to receive additional help and support. In addition to this, we have a feedback form on our website, as well as a designated email address (edgeu@forward-edge.net), which users can reach out at any time. Users will receive a response back from our team within one to two business days. If users experience technical support, we work directly with the user either through email or a phone conversation.

Qualifications and Experience

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

Executive Contact

Contact Person: Katie Ritter

Title: Director of Curriculum & Technology Integration

Company: Forward Edge

Address: 2724 E Kemper Road

City: Cincinnati State: Ohio Zip: 45241

Phone: (513) 761-3343 Fax: 866-871-7989

Email: kritter@forward-edge.net



BACKGROUND

Katie joined Forward Edge in 2015 as the Director for Curriculum & Technology Integration, working closely with district leaders to help them identify needs of their staff, plan professional development (PD) for educators, and implement the PD with staff. She oversees a team of 14 technology integration coaches who serve districts throughout Ohio. She has served on the leadership team for ISTE's Edtech Coaches Network since 2015, is a Future Ready Schools Instructional Coaches Thought Leader since 2017, and is also a Google Certified Innovator, Coach, and Trainer. Through her Innovator project, she developed Classroom Bridges, a site to connect educators to other educators around the world to develop global collaboration experiences for students.

Katie Ritter

Director of Curriculum & Technology Integration, Forward Edge

2010 Graduate of Northern Kentucky University
Bachelor of Arts, Social Studies Secondary Education

2014 Graduate of Northern Kentucky University
Master of Arts in Education, Concentration in Instructional Computer Technology

2021 Expected Graduate of Vanderbilt University,
Doctor of Education in Leadership and Learning in Organizations.

EXPERIENCE HIGHLIGHTS

Director of Curriculum & Technology Integration

Forward Edge, Cincinnati, OH - 2015-Present

- Achieved Google for Education Transformation partner specialization.
- Implemented and lead professional development for educational technology for multiple school districts throughout Southern Ohio.
- Planned and led an intensive, five-day Digital Leaders Bootcamp, designed for district and building administration.

Classroom Technology and Web Presence Specialist

Middletown City School District, Middletown, OH - 2014-2015

- Trained and supported all teachers grades 6-12 with technology.
- Created an advanced spreadsheet for schools to collect and analyze state TBT data.

Director of Educational Technology

Archbishop McNicholas High School, Cincinnati, OH - 2012-2014

- Responsible for teacher professional development related to technology.
- Developed monthly Lunch & Learn professional development series for teachers.
- Planned and executed area's first school-wide Digital Citizenship Day for students.

EXPERTISE

K-12 Education Solutions

Technology Integration Coaching

Innovative, Engaging Classroom Solutions

Professional Learning and Training

CERTIFICATIONS

Future Ready Schools,
Instructional Coaches
Thought Leader

Google Certified Innovator

Google Certified Coach

Google Certified Trainer

2724 E Kemper Road, Sharonville, OH 45241 | (513) 761-3343 | kritter@forward-edge.net

www.forward-edge.net

Account Manager / Sales Lead

Contact Person: Jeff Langdon

Title: Technology Consultant

Company: Forward Edge

Address: 2724 E Kemper Road

City: Cincinnati State: Ohio Zip: 45241

Phone: (513) 761-3343 Fax: 866-871-7989

Email: jlangdon@forward-edge.net



BACKGROUND

Jeff joined Forward Edge as a Technology Consultant in 2019. He specializes in building lasting relationships with school districts and education partners and also works as an Account Executive in our Sales Department. His background as a Superintendent, Deputy Superintendent, Principal and Teacher has provided him with the knowledge and insight to help school districts at every level. Jeff provides Forward Edge with a wealth of knowledge regarding school and business processes. This knowledge has helped Edge•U swiftly receive national traction.

Jeff Langdon

Technology Consultant, Forward Edge

Graduate of the College of Mount Saint Joseph
Bachelor of Science, Elementary Education

Graduate of Xavier University
Master of Education, Educational Administration

EXPERTISE

K-12 Education
Curriculum Development
Business Development
Educational and Business Leadership
Sales

LICENSES

Superintendent
Assistant Superintendent
Elementary School Principal
Elementary Education, Grades 1-8

EXPERIENCE HIGHLIGHTS

Superintendent

Deer Park Community City Schools, Cincinnati, OH - 2012-2018

- Created the vision for and led the construction of the unique Deer Park Career Academies (\$3.6 million dollars) to facilitate experiential learning in high-demand career pathways.
- Co-authored 3 Straight A Grants from the Ohio Department of Education to support \$9 million in innovation instructional programming.
- Led the passage of a 4.51 mill bond issue with 60% passage (2016) for a \$25 million K-6 school renovation.

Director of Curriculum and Instruction

Oak Hills Local School District, Cincinnati, OH - 2006-2012

- Provided leadership in developing and maintaining an educational program for pupil services that continually results in improved student achievement and academic progress.

Coordinator of Mathematics

High AIMS Consortium, Cincinnati, OH - 2011-2012

- Led 23 High AIMS school districts through the Public Engagement process resulting in each districts' math curriculum (K-12) being aligned to the National Common Core Standards.
- Led Three Rivers School District Board of Education, District Administration Team and Levy Committee through the process of Public Engagement resulting in the Three Rivers Community passing a 4.47 mill bond issue.
- Collaborated with Buckeye Association of School Administrators (BASA) to develop the "The Ohio Principal Evaluation System (OPES)".

2724 E Kemper Road, Sharonville, OH 45241 | (513) 761-3343 | jjlangdon@forward-edge.net

www.forward-edge.net

Contract Management (if different than the Sales Lead)

Contact Person: Kathy Frye

Title: Edge•U Professional Development Specialist

Company: Forward Edge

Address: 2724 E Kemper Road

City: Cincinnati State: Ohio Zip: 45241

Phone: (513) 761-3343 Fax: 866-871-7989

Email: kfrye@forward-edge.net



BACKGROUND

Kathy joined Forward Edge in 2020 as the Edge•U Professional Development Specialist. She manages communications, support services and inquires for all Edge•U users. One of her main responsibilities is to manage the badge submissions and support educators in their badge quests! She is a highly respected leader with a strong background in education, design, technology, instruction and e-learning. Her dedication to professionalism and creative innovation has contributed to her ongoing success as a grant writer and freelance UI/UX designer.

Dr. Kathy Frye

Edge•U Professional Development Specialist, Forward Edge

Graduate of Miami University, Bachelor of Science in Education,
Elementary Education

Graduate of Miami University Master of Education,
Elementary and Middle School Administration/ Principalship

Graduate of the University of Cincinnati Doctor of Education,
Educational Administration and Supervision

2020 Graduate of University of Maryland College Bachelor of Science,
Digital Media and Web Technology

EXPERTISE

K-12 Education
E-Learning
Professional Development
Curriculum Development
Web Design

LICENSES

Superintendent
Assistant Superintendent
Elementary School Principal
Elementary Education, Grades K-8

EXPERIENCE HIGHLIGHTS

Edge•U Professional Development Specialist

Forward Edge, Cincinnati, OH - 2020-Present

- Manage communications with all Edge•U users, including onboarding, newsletters, badge submissions and help inquiries to support educators throughout the program

Freelance UI/UX Designer

Four Oaks Design, Cincinnati, OH - 2019-Present

- Create CMS web page design and content for local school district websites (contracted position).
- Design and create district communication to parents and community.
- Prepare and post social media responses to questions while working with the school administrative team.

Curriculum Director

Felicity-Franklin Local School District, Felicity, OH - 2015-2019

- Led the implementation and creation of a new district website and app with multiple functions (alerts through call, text, live feed sharing, news articles, menus, activities, staff contacts, and district and documents).
- Authored and received \$566,509 Ohio Straight A Grant for technology infrastructure, devices, and professional learning in blended learning.
- Led the district Blended Learning Planning Team in planning 1:1 initiative

2724 E Kemper Road, Sharonville, OH 45241 | (513) 761-3343 | kfrye@forward-edge.net

www.forward-edge.net

Billing & Reporting/Accounts Payable

Contact Person: Esther Green

Title: Accountant

Company: Forward Edge

Address: 2724 E Kemper Road

City: Cincinnati State: Ohio Zip: 45241

Phone: (513) 761-3343 Fax: 866-871-7989

Email: egreen@forward-edge.net



BACKGROUND

Esther joined the Forward Edge team in 2006. She has over 30 years of accounting experience. She is dedicated and strives for excellence in her work and in developing long term customer relationships. Esther works diligently to maintain accurate and detailed financial records. She monitors all incoming and outgoing transactions, making careful records of all expenses for annual accounting purposes. Additionally, she summarizes and analyzes all financial documents in order to prepare reports on financial status. She manages payroll preparation and ensures timely and accurate tax filings. She is the liaison for our external accountant team and bankers.

Esther Green

Accountant, Forward Edge

Graduate of Miami University, Associate's Degree in Accounting

Joined Forward Edge in 2006

EXPERTISE

QuickBooks

Sage 50

Microsoft Office

State and Federal Tax Laws

PERSONAL SKILLS

Organization

Problem Solving

Attention to Detail

Creative Thinking

Customer Relationships

EXPERIENCE HIGHLIGHTS

Managing Partner

JC Foods - 2001-2005

- Accurately prepared payroll, tax filings and payroll tax filings.
- Effectively and positively managed employees.
- Responsible for all accounting.

Bookkeeper

Automation Control - 1998-2001

- Responsible for Accounts Receivable and Accounts Payable for an electrical engineering firm.
- Accurately prepared payroll and payroll tax filings.

Accounting Department Manager

CSN - 1988-1998

- Efficiently handled Accounts Payable and Accounts Receivable.
- Diligently prepared monthly financial reports.
- Effectively managed employees.

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www.forward-edge.net

Marketing

Contact Person: Paige Greve

Title: Marketing Specialist

Company: Forward Edge

Address: 2724 E Kemper Road

City: Cincinnati State: Ohio Zip: 45241

Phone: (513) 761-3343 ext. 110 Fax: 866-871-7989

Email: pgreve@forward-edge.net



BACKGROUND

Paige joined Forward Edge in 2017 as a Marketing Intern. Upon graduation from the University of Cincinnati, she entered a full-time role as the Marketing Coordinator working alongside an external Marketing consultant to provide the day-to-day Marketing needs across all departments within Forward Edge. Now, as the Marketing Specialist, she manages all content creation, branding, email and direct mail campaigns, relationships with customers and manufacturers, trade show participation and events, social media, industry research and analytics and the Forward Edge website.

Paige Greve

Marketing Specialist, Forward Edge

2017 Graduate of the University of Cincinnati,
Bachelor of Business Administration in Marketing

2021 Expected Graduate of the University of Cincinnati,
Masters of Business Administration, with concentration in
Management, Marketing and related Support Services

EXPERIENCE HIGHLIGHTS

Marketing Specialist

Forward Edge - Cincinnati, OH | 2017-Present

- Build timelines, strategies and budgets for marketing efforts
- Create website, social media, blog and email campaign content on a daily basis
- Form, plan and implement a Partner Loyalty Program with events
- Manage sales campaigns by collaborating departmentally, tracking efforts and adjusting future tactics
- Work with external Manufacturing vendors for collaborative promotions

Marketing Co-op

Forward Edge - Cincinnati, OH | 2017

- Worked directly with senior management to develop content for the website, email campaigns and social media.
- Manage projects and various timelines efficiently and utilize analytical skills to track marketing efforts for ROI.

Retail Marketing Co-op

Crown Equipment Corporation - New Bremen, OH | 2016

- Analyzed data from marketing campaigns such as emails and digital ads
- Worked as project manager on various retail marketing tactics
- Developed retail marketing calendar and utilized organizational skills as a project specialist to route projects through the approval process

EXPERTISE

Adobe Creative Cloud

Microsoft Office

Mailchimp / Email Campaign
Creation

Qualtrics

Wordpress / Web Design

Google Analytics

PERSONAL SKILLS

Professional Working Proficiency:
Spanish

Strategic Planning

Project Management

Organizational Communication

Graphic Design

Marketing Research

2724 E Kemper Road, Sharonville, OH 45241 | (513) 761-3343 | pgreve@forward-edge.net

www.forward-edge.net

25. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12 education entities. Higher Education references are also acceptable. Provide the following information for each reference:

Entity Name
Contact Name and Title
City and State
Phone Number
Years Serviced
Description of Services
Annual Volume

Felicity-Franklin Local Schools
Dave Gibson, *Superintendent*
Felicity, OH
(513) 876-2113
2014-Present
Edge•U, Managed Services, On-Site and Remote Desktop Customer
\$15,000 Annual Volume for Edge•U

Skycrest Christian School
Tessa Wales, *Tech Integration*
Clearwater, Florida
(727) 797-1186
2019-Present
Edge•U Customer
\$2,350 Annual Volume for Edge•U

Three Rivers Local School District
Megan Rivet, *Director of Student Services*
Cleves, OH
(513) 467-3200
2011-Present
Edge•U, Managed Services, On-Site and Remote Desktop Customer
\$10,000 Annual Volume for Edge•U

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

Cooperative/GPO Name	Contract Number	Expiration Date
----------------------	-----------------	-----------------

None

27. 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).

None

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

None

29. 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 3rd box is checked a detailed explanation of the names and convictions must be attached.

Ease of Use

30. Please provide either screenshots or a link to a demo of your solution to demonstrate the user experience with your solution. Demonstrate how a user navigates the solution, how they find tools and information, and other basic functionalities of the solution.

A two-minute demo video of Edge•U can be found here: <https://forward-edge.net/demo-request>.

Edge•U is a powerful, instruction-focused professional learning system that adapts to the needs of educators. Edge•U builds teacher capacity by offering concise, just-in-time learning in the form of micro-credentials, or badges, to support educators with the challenges they face every day.



Edge•U is accessed entirely online, and therefore the only materials an individual will need is access to an internet connected device and the Edge•U website: edgeubadges.com.

During the 30-minute onboarding sessions that Forward Edge leads for every new customer, attendees will each need a computer connected to the internet, as well as access to either Google Meet or Zoom (whichever the district prefers). We also provide a virtual [getting started guide](#) for teachers. After this onboarding session, teachers feel very comfortable navigating the platform and accessing the badges. Each individual badge contains four main sections. The first section explains what the tool or strategy is, why the teacher would want to use it in an educational setting, and any other badges they should earn in order to be successful earning the current badge.

The next section is the *Learn It* section, which provides a screencast tutorial of how to use the tool as well as additional resources to help the teacher learn the tool or strategy. While the videos share how to build an instructional resource with the tool, we also focus on pointing out features and settings that pertain specifically to an educator, for example, certain settings that may cause a classroom management nightmare. This is the benefit of having a former classroom teacher create all the content in the videos.

The third section of each badge is the *Use It* section, which is what makes our program so powerful! Every badge requires teachers to develop an instructional resource with the tool or strategy presented in the video, and implement it with their students (or a similar setting for non-classroom teachers). This guarantees that every badge earned has directly impacted instruction.

The final section is the *Extend It* section, which gives the teacher additional ideas on how they may find use for that tool in their classroom and in other school settings.

Every badge concludes with images of others who have earned the badge to create a sense of community among teachers, as well as the individual submission box for that piece of evidence. An example badge page is below.

Schoology Skills: Updates

June 2, 2018 | Forward Edge | Off



Schoology Skills: Updates

1 Points

Schoology is a comprehensive learning management system (LMS) for K-12 schools that allows users to create, manage, and share content and resources. Schoology “updates” are course or school-wide announcements that allow for quick communication between users in the platform.

Why? Updates are a crucial part of the Schoology platform because they allow users to quickly communicate with one another. Updates can be used to relay important information, post reminders, conduct class polls, and much more. Educators use course updates to keep their students informed and promote a culture of self-efficacy.

Goal: Learning this skill and using this tool will enable educators to communicate with students, parents, and colleagues effectively.

Tags: ISTE Educator Standard 4: Collaborator, ISTE Student Standard 6: Creative Communicator, SAMR – Modification

This tool is especially great for: Any educator with Schoology courses

Necessary Knowledge: Before completing this badge, you should know, or have completed the following badge(s):

- [Schoology Skills: Profiles and Settings](#)

... Learn It! ...



Additional Links and Resources:

[Course Updates – Schoology Support](#)

[Three Update Posting Tips](#)

... Use It! ...

Task to complete:

1. Log into your Schoology account via www.schoology.com.
2. Navigate to a course you teach using the course dropdown menu.
3. Create a new course update that accomplishes one of the following purposes:
 1. Reminds students of an important date/deadline
 2. Host a class poll/survey to stimulate discussion
 3. Shares important information for an upcoming school event
4. Add a file, attachment, link, recording, or resource to the update if additional context/information is needed.
5. Post the completed update to at least one of your courses.

Evidence to submit:

1. Submit the shareable link to a [Google Doc](#) or [Office 365 document](#) that contains a screenshot of posted update in Schoology. Insert the screenshot(s) into the appropriate document. **Share the document with edgeu@forward-edge.net, and copy and paste the link to the document in the submission box below.**

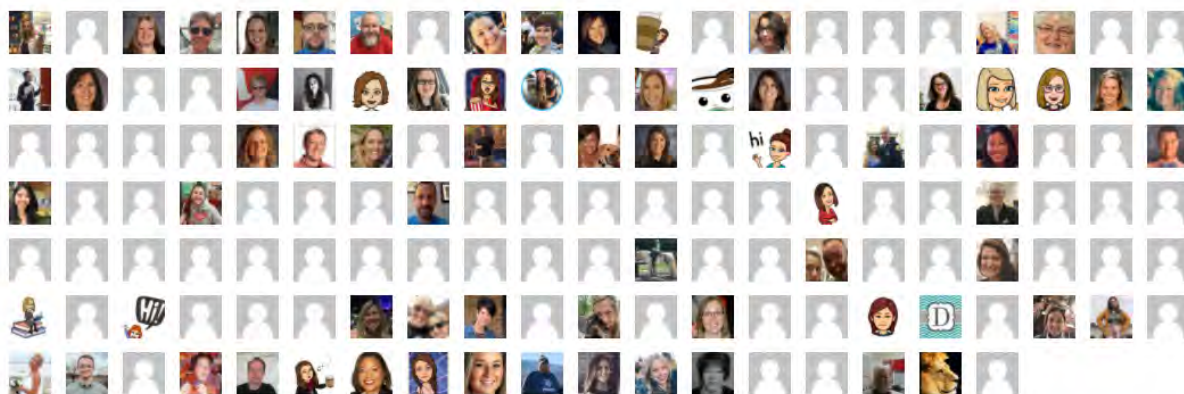
Pitfalls to avoid:

Make sure you select the checkbox next to the “bell” icon before you post a course update if you want that announcement to “pin” to the top of your course materials page and the course updates page. Students can also post and comment on updates unless you change the settings in the edit privacy/course settings of each course.

... Extend It! ...

- Use updates to host an anonymous class poll.
- Post course updates to remind students of important dates like upcoming tests/quizzes, project deadlines, field trips, etc.
- Add updates to feature amazing student work or post inspirational quotes.
- If desired, change your default landing page for each course to the “Course Updates” page instead of the “Course Materials” page.

People who have earned this:



... Extend It! ...

- Try becoming a [Flipgrid Certified Educator Level 1](#) or [Level 2](#)! Get recognition for amplifying student voice in your classroom!
- Have students reflect on their personal academic strengths and weaknesses in a Flipgrid video. Then share each student's video with their parents at parent/teacher conferences.
- Mix it up: break the ice at the beginning of the school year by having students record introductions on Flipgrid.
- Create a teacher grid where teachers record themselves sharing unique lessons, tips and tricks, and instructional strategies they're using in their classroom.
- Creative ways to use Flipgrid outside of the classroom: <http://blog.flipgrid.com/news/2017/6/13/10ways>

Learn more about getting started with Flipgrid here: <https://resources.flipgrid.com/>

People who have earned this:



Submission

A screenshot of a Flipgrid submission form. The form has a toolbar at the top with icons for text formatting (bold, italic, underline, strikethrough, link, unlink, list, indent, outdent, align left, align center, align right, justify), a 'Source' tab, and a 'Format' dropdown menu. Below the toolbar is a large text area for the submission. At the bottom of the form are two buttons: 'Submit' and 'Save Draft'.

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.

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.

The list price for an annual license to Edge•U is \$95 per user per year. The Region 10 ESC not to exceed price will be \$70 per user per year. Below is tiered pricing for bulk license purchasing.

Number of Users	Price Per User, Annually
1 - 500	\$70
501 - 1000	\$60
1001 - 2500	\$55
2501 - 5000	\$50
5001+	\$40

A one-time onboarding fee, not to exceed \$5 per user, will be charged at the beginning of a contract.

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 1/13/2021, by and between Forward Edge ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Education Software and Related Products and Services ("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 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 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 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. Termination for Cause: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.4. 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.
- 5.5. 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.

- 5.6. 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 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 10th 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 events and will receive EdTech signs for their conference booths as well as an EdTech partnership logo for use online.
- 9.7. The awarded vendor will also receive a 10% discount on registration for EdTech-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-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.

Prices are guaranteed: **120 days**

Company name	Forward Edge
Address	2724 E Kemper Road
City/State/Zip	Cincinnati, OH 45241
Telephone No.	(513) 761-3343
Fax No.	866-871-7989
Email address	kritter@forward-edge.net
Printed name	Katie Ritter
Position with company	Director of Curriculum & Technology Integration
Authorized signature	

Term of contract March 1, 2021 to February 28, 2022

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.



Region 10 ESC Authorized Agent

3/3/21

Date

Jim Newhouse

Print Name

EdTech Contract Number ET20201211

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: Forward Edge

Title of Authorized Representative: Director of Curriculum & Technology Integration

Mailing Address: 2724 E Kemper Road, Cincinnati, OH 45241

Signature: Katie Rine

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: Forward Edge

Title of Authorized Representative: Director of Curriculum & Technology Integration

Mailing Address: 2724 E Kemper Road, Cincinnati, OH 45241

Signature: Katie Rine

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.



Signature of Respondent

1/13/2021

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.

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.

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

1/13/2021

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 Forward Edge

ADDRESS 2724 E Kemper Road,

Cincinnati, OH 45241

PHONE (513) 761-3343

FAX 866-871-7989

RESPONDANT

Katie Ritter
Signature

Katie Ritter
Printed Name

Director of Curriculum & Technology Integration
Position with Company

AUTHORIZING OFFICIAL

Katie Ritter
Signature

Katie Ritter
Printed Name

Director of Curriculum & Technology Integration
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

DOC #7 BOYCOTT CERTIFICATION

Respondents must 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.

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 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.)

Forward Edge	2724 E Kemper Road,	Com
pany Name	Address	
Cincinnati, OH 45241		City
State	Zip	

DOC #10 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? *KR*
(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.

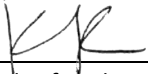
Does vendor agree? *KR*
(Initials of Authorized Representative)

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?


(Initials of Authorized Representative)

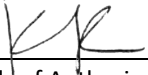
4. Davis-Bacon Act:

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 determination 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. 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?


(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?


(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? KK
(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? KK
(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? KK
(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? KK
(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? KK
(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? KK
(Initials of Authorized Representative)

12. 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? KK
(Initials of Authorized Representative)

13. 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? KK
(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.

Forward Edge

Company Name _____

Katie Ritter

Signature of Authorized Company Official

Katie Ritter

Printed Name _____

Director of Curriculum & Technology Integration

Title _____

1/13/2021

Date _____

DOC #17 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. 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.)