



**Region 10 Education Service Center (ESC)  
Partnership Agreement  
for  
Contract #ET20200708**

*for*

**EdTech Exchange Purchasing Cooperative**  
*with*

**Engage! Learning, Inc. dba engage2learn**

**Amendment Effective: February 15, 2022**

The following documents comprise the executed contract between the Region 10 Education Service Center and Engage! Learning, Inc. dba engage2learn:

- I. Vendor Contract and Signature Form
- II. Exceptions to the Amended Terms and Conditions
- III. Supplier's Response to the Original RFP

## **VENDOR CONTRACT AND SIGNATURE FORM**

This Amended Vendor Contract and Signature Form ("Contract") is made as of February 15, 2022, by and between Engage! Learning, Inc. dba engage2learn and Region 10 Education Service Center ("Region 10 ESC") for the purchase of digital products and solutions through the EdTech Exchange Purchasing Cooperative ("EdTech Coop").

### **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 #ET20200708."
  - 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 # ET20200708". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3. Tax Exempt Status: Knowing and complying with the tax laws in each state is the sole responsibility of the vendor.
- 8.4. Reporting: The awarded vendor shall provide Region 10 ESC with an electronic accounting report, in a format prescribed by Region 10 ESC in Attachment A, on a quarterly basis summarizing all contract Sales for the applicable three month period.

Reports of Contract Sales for Region 10 ESC and member agencies in each quarter shall be provided by awarded vendor to Region 10 ESC by the 10<sup>th</sup> business day of the following the close of the quarter. If there are no sales to report, Vendor is still required to communicate that information via email. Failure to provide a quarterly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the contract at Region 10 ESC's sole discretion.

9. ARTICLE 9- PRICING

- 9.1. Best price guarantee: The awarded vendor agrees to provide pricing to Region 10 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through Region 10 ESC following a reduction in the manufacturer or publisher's direct cost.
- 9.2. Price increase: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested. It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.
- 9.3. Additional Charges: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4. Price reduction and adjustment: Price reduction may be offered at any time during the contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5. Administrative Fees: All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Region 10 ESC by the awarded vendor. The awarded vendor agrees to pay a 1% administrative fee quarterly to Region 10 ESC of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 10 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales"). Region 10 ESC will invoice vendor after verifying quarterly reports. Administrative fee payments are to be paid by the awarded vendor to Region 10 ESC within thirty (30) days of receipt of invoice.



- 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.

## VENDOR 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 Offeror 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 from date of contract award

The under-signed hereby acknowledges that where the terms and conditions of the original RFP and RFP response conflict with the terms and conditions of this amendment, the terms and conditions agreed upon in this amendment shall prevail.

Company Name	<u>Engage! Learning LLC</u>
Address	<u>8911 North Capital of Texas Highway, Suite 4200-1065</u>
City/State/Zip	<u>Austin, TX 78759</u>
Telephone Number	<u></u>
Email Address	<u>matt@engage2learn.org</u>
Printed Name	<u>Matt Bachman</u>
Title	<u>CFO</u>
Authorized Signature	<u></u>

Term of contract July 1, 2020 to June 30, 2021

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



Region 10 ESC Authorized Agent

8/13/22

Date

Jim Newhouse

Printed Name of Authorized Agent

EdTech Coop Contract Number ET20200708



[engage2learn.org](https://engage2learn.org)

# RFP 2020-07 Education Software and Related Products and Services

Education Service Center - Region 10

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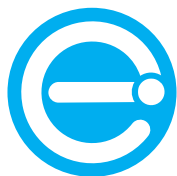
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## Transmittal Letter



engage2learn

## Transmittal Letter

Request for Proposal

Due: May 12, 2020

Responding Firm: Engage! Learning, Inc. dba engage2learn

Responding Firm Address: P.O. Box 695, Portland, TX 78374

Responding Firm Contact Information: Jill Galloway, Innovation Strategist

jillgalloway@engage2learn.org

EDUCATION SERVICE CENTER, REGION 10

400 E. Spring Valley Rd.

Richardson, TX 75081

Telephone: 972.348.1110

At engage2learn (e2L), we are excited to submit a response to the Education Service Center, Region 10; RFP 2020-07 Education Software, and Related Products and Services. This proposal outlines our sophisticated products, software, qualifications, and reputation to become the strategic partner defined in the RFP.

e2L is nationally known for aligning strategic partnerships, defined by a mutual desire to achieve long term benefits and innovation, based on mutually desired outcomes focused on student achievement.

This proposal will be valid for a period of 60 days. We would be pleased to answer any questions you may have regarding our submission. Thank you for the opportunity to submit our proposal for your consideration.

Sincerely,

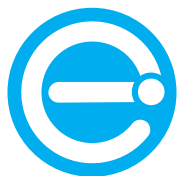


Jill Galloway  
Innovation Strategist





## Introduction



engage2learn

## Our Story

At engage2learn (e2L), our greatest joy and passion comes from seeing our partners succeed in fully realizing their vision for all learners. We hustle every day to ensure our partners make their vision a reality because we know the extraordinary educators we work with are doing the same.

As educators ourselves, we have a deep understanding of the challenges and constraints schools are facing. It is for this very reason we work with our partners to design and create sustainable systems of innovation that spark a culture shift and create massive gains in achievement and engagement for all learners, regardless of their zip code.

Our passion for education originated with the personal mission of our founder and CEO, Shannon Buerk. Shannon, who graduated as Valedictorian of her class, witnessed first-hand her curious, highly intelligent, and creative younger sister flounder and eventually drop out of high school because her sister's unique thinking and learning styles were not valued within the educational system. Heartbroken by the disparity between her own success and her sister's struggles, Shannon committed herself to become an educator. Throughout her career, Shannon's sole focus has been to create learning environments where all learners, regardless of their zip code, can discover and develop their unique gifts so that they can thrive and help others to do the same.

After serving over 20 years as a public school educator holding positions ranging from classroom teacher to Assistant Superintendent for Curriculum and Instruction and Associate Superintendent for Strategic School Improvement, Shannon became keenly aware that visionary leaders in education needed dedicated partners outside the system to do the heavy lifting of creating processes and methodologies to guide districts with innovation. She decided to apply her experience working in and with neighborhood public schools to create and establish e2L in 2011 to serve as that partner to help educators scale and accelerate their efforts. Since then, Shannon has assembled a team of passionate and experienced educators who share the same beliefs, vision, and commitment to the neighborhood public school. Together, we are working every day to help the neighborhood public school be the first choice for every family.

Headquartered in Texas, e2L has partnered with school districts across Texas and beyond, including California, Oklahoma, Virginia, Ohio, and New Mexico. e2L supports districts in the design and planning process for strategy, technology, facilities, and/or programs for a high-performance culture - a culture in which everyone is engaged and growing toward their personal best.

Over the past nine years, e2L has connected with districts across the nation, establishing real, sustainable growth for well over 205 districts, 1,800 campuses, and 79,000 teachers. That growth has impacted the lives of more than 2.3 million public school students.

# Building High Performance Cultures

e2L understands and applies evidence-based research on building high-performance cultures in our design work, and effective professional learning and building leadership capacity in our training and coaching practices, resources, services, and methodology, utilizing our online professional learning platform, eSuite©. e2L has partnered with schools and districts on transformation and helped those schools achieve results to meet annual academic performance expectations and rise above under-performing status, as well as increase student and teacher engagement, increase student and teacher attendance, foster educator growth in best practices, increase student achievement and growth in college and career readiness skills, and shift culture with average all-time student achievement increases of 10%+ in the first year. e2L has the experience, processes, and proven results to help you get your desired outcomes while innovating for the future. Through our proven processes and methodologies, we have created eSuite©, an online suite of applications to facilitate personalized growth so that each and every educator and learner can maximize their full potential.

## eSuite©

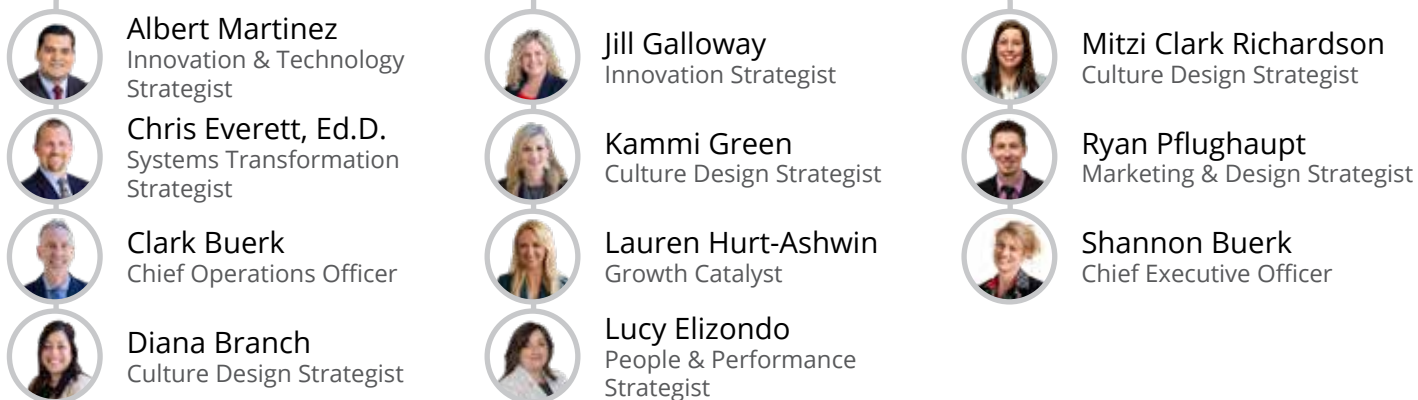
eSuite© is a suite of applications specifically designed to help educators at all levels grow and master their craft. Included is a coaching platform, rubrics and growth indicators for teachers, leaders, and coaches, a professional learning library, and a reporting application for leaders to monitor the personal growth as a result of coaching. eSuite©, an online coaching platform, serves as a personalized guide to growth, a repository for resources, a location for collaboration, and a transparent, intentional system to document all growth interactions. Individual coaching conversations, meeting action plans, and classroom visits are all captured for follow-up and continuous, focused growth.

## Meet our Team

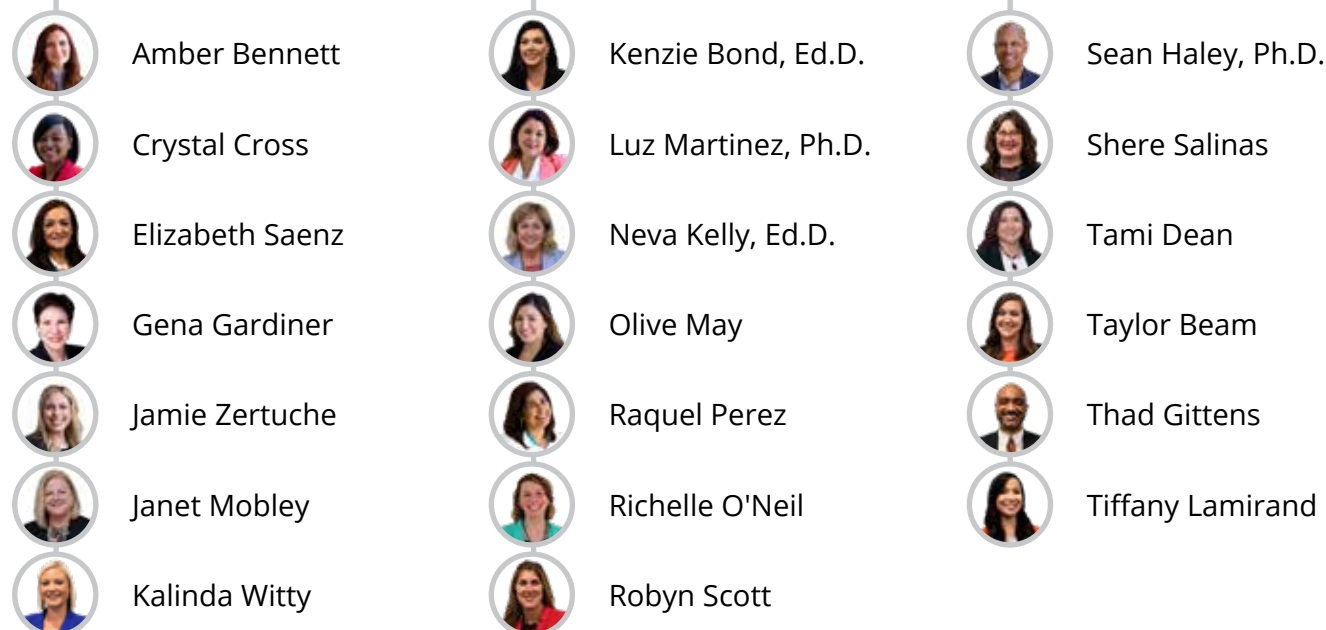
With e2L's extensive experience in partnering with school districts and service centers across Texas and beyond, including California, Oklahoma, Virginia, Kansas, and New Mexico, our team is the heart of what we do. e2L leaders and facilitators are educators with deep knowledge of standards and expertise in all levels of education, from elementary to adult learners. Every member of the e2L implementation team is an experienced K-12 educator. From the CEO to coaches and facilitators, all have worked in K-12 education in various roles from teacher to principal to central office administrator; including educational technology experts. Collectively, the e2L team brings over 725 years of K-12 experience; we are experts in instruction, staffing, leadership development, budgeting, assessment, team building, planning, and facilitation.

# e2L Team / Org Chart

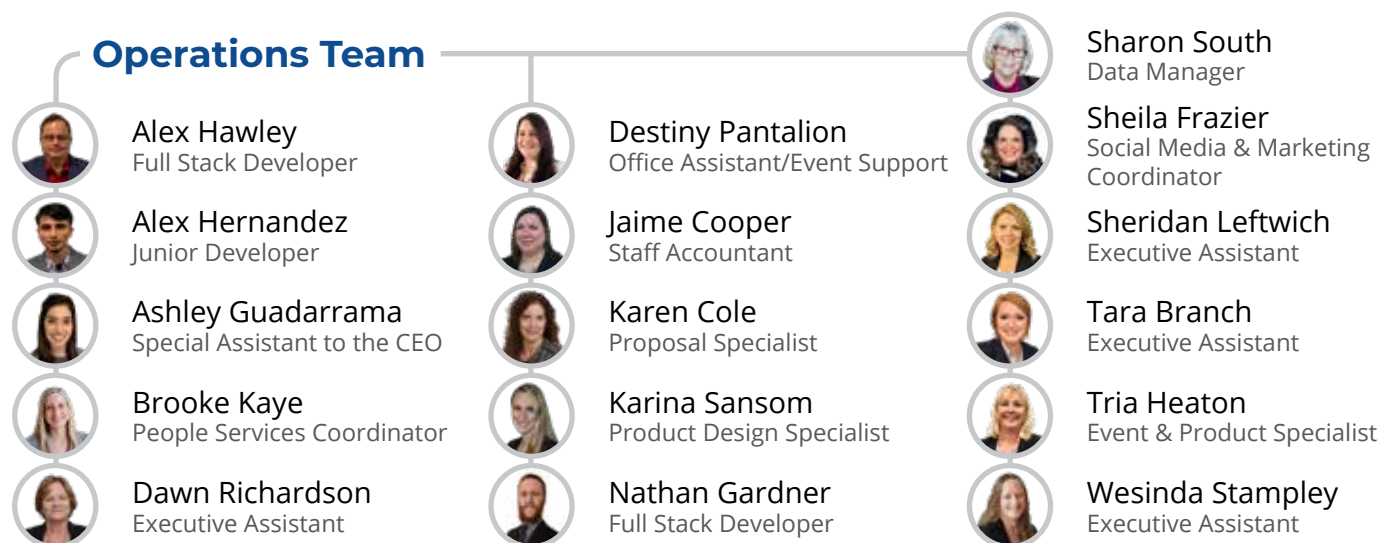
## Leadership Team



## Coaching Team

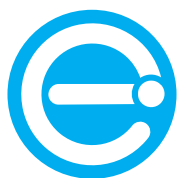


## Operations Team





## Response



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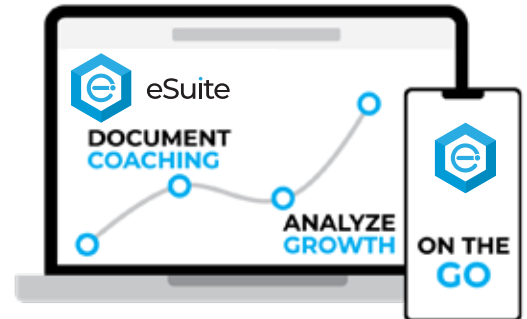
# Product Description

Describe your EdTech Product/Solution and explain how it is used in schools, and how its use in schools falls within the scope of this request.



The eSuite© online platform is:

- a coaching application
- a library of professional learning resources
- a lesson/unit builder for designing learning experiences
- an on-demand reporting and analytics platform for leaders



At its core, eSuite© is a place to grow. It's a tool for schools to design and create thriving cultures. eSuite© is your one-stop-shop for growing teachers, coaches, leaders, and learners. It includes all of the tools and resources necessary to facilitate, document, and report growth over time. In fact, eSuite© has done so much to help educators grow and create thriving cultures, that e2L's CEO, Shannon Buerk, won the 2017 Stevie© Award for Most Innovative Woman of the Year in Technology for our eSuite© platform.

As a growing suite of web applications designed specifically for educators, built to work on any device, eSuite© puts the power of e2L's processes and best practices in the palm of your hand and provides 24/7 access to tools and resources to help facilitate, document, and report on growth.

This functionality is split between interweaving web applications that connect together to create powerful growth opportunities for educators.

## eSuite© Features

Leaders and coaches who access the eSuite© online platform will have extended rights to the system which include:

- Research-based rubrics that define professional learning standards for growing effective teachers, coaches, and leaders
- Coaching log with users populated, coaching growth indicators with alignment to standards for roles, coaching timeline, focus areas and protocols for coaching sessions, observation protocols, and executive meeting protocols
- Reporting platform, including on-demand dashboard with real-time growth and coaching data-based on growth indicators for teacher and leader growth
- Badge/micro-credentialing system for coachees who achieve mastery of professional learning standards
- Access to data and trainer tools including pre-assessments, formative assessments, formative note-taking sheets, mastery documentation forms, and iPlans/learner tracking tools aligned to training modules

- Access to design training units in the eLX© design app
- Access to critique and clone e2L training units designed by e2L staff
- Access to learning resources, videos, and tips for the e2L eGrove© coaching model and process
- Access to e2L workshop templates and content



## eGrove Coach

eGrove Coach© is eSuite© 's comprehensive coaching platform that helps educators grow. The app provides educators with real-time, collaborative coaching experience that structures, guides, and facilitates the coaching process from beginning to end. Built around e2L's results-driven, evidence-based coaching model, the eGrove© Coaching Model, eGrove Coach© allows coaches and coachees to produce detailed records of their coaching effects.

### Accessible Records on Coaching

Never be in the dark again about what your coaches are doing. With eGrove Coach©, you can stay “in the know” with 24/7 access to detailed records of coaching efforts across your entire district. This equips teachers, coaches, and administrators with better data to make informed decisions about coaching.

### Real-Time, Collaborative Coaching

eGrove Coach© provides coaches and their coachees a seamless coaching experience that happens in real-time. This deep integration with the coaching process provides coaches and coachees with distraction-free guidance and focus.

### Coaching & Growth for All

From teachers to coaches, eSuite© has professional learning standards and actionable growth indicators relevant to the daily practice of educators at all levels. These professional learning standards include nationally recognized standards such as the ISTE and AASL standards, but the app also includes research-based, high yield standards that have been proven effective in helping e2L partner districts achieve amazing results.



## ePLC

ePLC© is an online professional learning community where educators can create, share, and find resources that will help them master the art of teaching and learning. The professional learning resources found in the ePLC© rapidly expanding library, with over 2400 resources, include invaluable tools, templates, and resources for educators at all levels. From instructional best practices to culture design strategies and everything in between, ePLC© provides teachers, coaches, and leaders access to amazing information created and curated by educators across the country.

In addition to this library of resources, districts also have the opportunity to build their own custom library of content by creating and organizing resources they specifically want to share with their staff. Likewise, individual users can find, save, and organize resources of their choosing. This gives teachers, coaches, and leaders quick access to valuable information that fuels their professional learning and growth.



eLX© is our unique learning design app that provides educators the ability to design and model their own vision for learning. This app provides tools to design the learner experience for the classroom or professional learning sessions, physical and virtual. Through a real-time collaborative interface, educators can build rubrics that facilitate personalized learning with differentiated resources. If educators see a unit they like, they have the ability to clone it and customize. There are 37,000 units available searchable by standard, subject, grade, or keyword. It can be used as a daily lesson planner or to build conceptual units that span multiple weeks. The concept map builder allows districts to cluster standards around an authentic real-world connection so teachers can turn them into units with the click of a button. Professional learning facilitators can model the vision for learning by designing training sessions in the app.



At e2L, our mantra is, “If data isn’t collected, did it happen?” As such, we know that rigorous documentation is key to making data-driven decisions about coaching and growth. With eSuite© Reports, district and campus administrators can access data and information from across the eSuite© applications via user-friendly data visualizations and reports.

## How Districts Use eSuite©

### Documentation of Coaching for Growth

Region 10 ESC and their district partners who have access to our eSuite© platform can use a library of professional learning resources, a design application for design and facilitation of learning experiences, ready-made templates for learners and teachers, and features to facilitate connections between designers and facilitators across the e2L network. This collection of tools and resources provides a foundation for growth, accelerated through coaching. Utilizing eSuite© allows district and campus administrators to access reports detailing the coachee’s strengths and weaknesses from the coaching sessions, as well as evidence of implementation and goals for innovation.

Utilizing eSuite©, a coach will guide the teachers and campus leaders to analyze data utilizing the eSuite© Reports which include, but are not limited to, teacher growth by e2L Life Ready Best Practices© standards, coach growth by e2L Coach Standards©, leader growth aligned to T-PESS or e2L Lead© Standards, coachee growth benchmarks, implementation data, coaching conversations, classroom visits data, and calibration data. These reports can be accessed 24/7 by campus and district leaders.

Each coaching conversation is documented in eSuite©. It is from these documented conversations and the collection of specific artifacts that demonstrate improvement and mastery that we are able to show with concrete data the growth of teachers. The measurable growth indicates a high level of performance in which all individuals are achieving desired results. The personalized eGrowe© conversation provides an opportunity to collaboratively problem-solve through specific classroom challenges.



## **How Districts Use eSuite©: Connection to Scope of Request for Proposals**

Region 10 ESC is seeking proposals for the procurement of digital products and solutions related to K-12 Educational Technology. eSuite© is a digital platform for educators seeking to grow in their practice and design innovative learning experiences for learners. It provides leaders with insight on learner behaviors happening in the classroom as a result of coaching, learning design, and implementation.

## Alignment to Region 10 ESC Mission

**Describe how the product/solution is aligned to the ESC-10 Mission.**

At e2L we understand the mission of Region 10 ESC to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. eSuite© is directly aligned to this mission as an innovative coaching platform that guides educators through personalized growth pathways and responding to individual goals, while building a learner-focused culture in schools.

Our product helps you measure what matters. Long-term growth is made possible through research-based professional learning standards and rubrics, personalized coaching, and individual goal-setting. Tangible behaviors for teachers, coaches, and leaders provide differentiated direction and result in student achievement and Life Ready Skills. The solution facilitates growth at all levels, from teacher to district leader, and offers badging credentials when goals are met. This online professional learning, design, and growth platform, eSuite©, supports this interaction with documented coaching logs and a repository of resources, as well as the ability to create a professional portfolio of evidence aligned to the standards. Ultimately, each individual's growth is documented and measured, giving actionable data every step of the way, so everyone continues to grow.

As a result, leaders who use eSuite© are informed and agile. eSuite© gives districts the tools to grow while capturing data to tell the story. Because of the strategies and data available on-demand, they are uniquely positioned to stay in tune with the health of their coaching implementation and respond to patterns and trends.

As an organization, e2L has seven key cultural tenets that drive our behaviors and define our success. They speak to who we are as an organization and how we support partners in cultivating a high-performance culture.

### e2L Cultural Tenets

<b>mission</b> matters <b>most</b>	Our mission inspires each of us to hustle every day and compels us to strategically sacrifice to ensure we have the intended impact before it is too late. We must be agile and focused because we are the point of the spear.
SERVING WITH <b>courageous</b> HUMILITY	When mission matters most, there is no room for ego. Our calling gives us courage greater than ourselves in the face of obstacles and opposition. We customize to local context while never compromising our values.
<i>elegant</i> innovation	Simplify is our mantra; sustainability is our goal. We challenge ourselves with constraints that benefit our partners and increase our impact while fueling our creativity. We know that innovation is more about implementation and iteration than ideation so we walk more than we talk.

**we grow we...**

We embrace challenges as opportunities to learn. We crave feedback because it makes us better. We measure what we value, and if it isn't documented, it didn't happen. We are so convicted about our processes that we use them on ourselves.

**INTENTIONAL**

Empathy is at the heart of all of our processes. We design solutions and experiences so that people can use their gifts. Everything we do is on purpose.

**better together**

True collaboration requires vulnerability, eradicates competition, and elevates each person to best and highest use. Great minds think differently; as a team we discover the best solutions that we all own.

**trust.**

Humbled by the opportunity we have to make a difference, we do not take for granted that our partners are trusting us to help make their vision a reality. We vow to always be real, to be who we are. Therefore, we trust our own intentions, actions, conscience, e2L processes and each other.

# Quality of Product

Describe how the quality of the product/solution is measured, including the following criteria: functionality, ease of use, outcomes, and differentiation.

## Functionality

### How well and under what conditions does the product/solution work?

As a web-based application, eSuite© is platform-agnostic. It is accessible on desktop, laptop, and mobile devices. eSuite© users experience 99.9% uptime with the application suite and that has led to positive feedback from users. Leaders who use eSuite© to grow teachers, principals, and coaches get hooked on how much data they have at their fingertips to guide their decisions. Read what users have recently shared about their experiences:

- *I am loving the ability to log anything and everything I am doing as a coach!* - Coach, Mesquite ISD
- *eSuite provides me the opportunity to reflect on my work so I can continue to grow. It's gratifying to receive and be recognized with badges!* - Teacher, Allen ISD
- *eSuite produces reports that show my personal growth. I can quickly see my progress, knowing which ones I need further instruction and those standards that I have successfully implemented into my classroom.* - Teacher, Arlington ISD

## Ease of Use

### What technical support and how much training is needed for end users to fully utilize the product/solution?

eSuite© offers many tools to support the user interface. Online user guides are available for eGrowe Coach©, ePLC©, eLX© and eSuite©. Within eSuite©, self help is available through an extensive knowledge base, frequently asked questions, and an online eSuite© overview course. eSuite© is easy to navigate, intuitive, and includes search functionality to help you along the way. Districts and e2L typically integrate eSuite© training into content-specific training, offering 20-minute breakout workshops on specific features. Complete mastery of the system is attained over time, but users can develop a high level of functionality with one day of training.

## Outcomes

### How is the intended impact measured? What are the results?

The intended impact is measured in quantifiable teacher, coach, and leader growth on professional learning standards that yield increased student achievement. This growth is communicated through eSuite© reports that show that growth in standards, within a portfolio of evidence and artifacts, and through the individual acquisition of badges through the embedded micro-credentialing recognition system.

The entire e2L professional learning experience in eSuite© is designed where teachers collaboratively learn and are invested in the work. Protocols for giving and receiving feedback are embedded and directly linked to the day-to-day work ranging from designing lessons that are differentiated for every student, developing teaching skills, and gathering deep knowledge of standards. This culminates in action plans where teachers are ready to return to the classroom, set to implement the work, and lead

the action where students are achieving success! See the impact this coaching platform has had in our partner districts [here](#).

## eSuite® Reports and Analytics Dashboard

The eSuite® Reports app provides campus and district leaders 24/7 access to data to track both the effort and impact of coaching and growth. Coaching efforts can be monitored and adjusted through reports showing the number of coaching touches by type, campus, and/or coachee. These reports empower administrators to know exactly when, where, and with whom coaching is happening in their district. It also helps them uncover otherwise unknown systemic issues, such as patterns of absences that indicate lack of calendar alignment across departments or conflicting expectations among district and campus leadership. Likewise, the impact of coaching can be shown through reports that analyze growth in instructional best practices. Leveraging growth data from eGrowe Coach®, these impact reports provide district and campus administrators quantifiable data that demonstrates the extent to which coaching is, in fact, transforming the daily practice of their people. With a quick glance, you have the opportunity to see trends and gaps that are easily identifiable to redirect resources and support.

## eSuite® Badging & Recognition Systems

There is no doubt that personal and professional growth is a lot of hard work for everyone involved. We know teachers, leaders, and coaches want to become even better at what they already do so well. Recognition is one important way to acknowledge leader growth, which also has an impact on teacher and student growth.

Because of this, eSuite® includes a number of micro-credentialing and recognition systems to help encourage your teachers, leaders, and coaches on their journey of growth through the coaching process. We do this by allowing them to earn digital and physical badges as they master the e2L Coach Standards. eSuite® also includes a system for endorsing colleagues on instructional best practices, digital learning, and the e2L Life Ready Skills®.



## Proven Results

e2L understands and applies evidence-based research on building high-performance cultures in our design work, and effective professional learning and building leadership capacity in our training and coaching practices, resources, services, and methodology utilizing our online professional learning community, eSuite®. e2L has partnered with schools and districts on transformation and helped those schools achieve results to meet annual academic performance expectations and rise above under-performing status. Student and teacher engagement increased as did student and teacher attendance and fostered educator growth in best practices. Student achievement and growth in college and career readiness skills were realized, and there was a culture shift with average all-time student achievement increases of 10%+ in the first year.

### e2L Partner Districts Experience Student Growth in ALL Subjects\*



## Differentiation

**What makes this product/solution unique or what distinguishes it in comparison to similar products?**

### **eSuite© is an Innovative Professional Growth and Analytics System.**

The analytics available through eSuite© are unmatched. The eSuite© coaching system is built to capture data on growth in research-based rubrics for teachers, leaders, and coaches. The rubrics describe educator behaviors proven to achieve culture shift and student achievement and are used to capture granular growth data across the organization. This provides leaders a unique perspective on the efforts of the coaching team and the quantifiable impact they are making on coachees. Leaders can use this data to discover patterns and trends, inform decisions, correlate standards growth with student achievement, and justify the value of coaching positions in the district.

The coaching process can be facilitated using the e2L eGrove© Coaching Model or the coaching model of your organization's choice. This allows coachees to set their own professional learning goals in an online platform, leverage resources to make progress toward goals, and capture the story of their growth along the way. These goals are specifically aligned to a collection of research-based and professional standards for growth, including:

- e2L Coach Standards©
- e2L Life Ready Best Practice Standards©
- e2L Best Practices for Virtual Learning©
- International Society for Technology in Education (ISTE) Standards
- e2L Life Ready Skills©
- e2L Lead Standards© for leaders

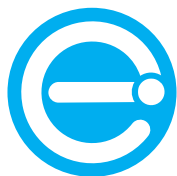
While e2L-designed standards and rubrics are proven to get results, eSuite© can also house custom-designed standards for coaching around other focus areas. In addition, the badging and micro-credentialing system can be customized to recognize coachees for mastery, certification, or other progress toward goals.

### **Knowledge & Expertise with Best Practices for Instructional Coaching**

e2L is a learning service and digital product provider with nine years of experience in providing professional learning and instructional coaching based on best practices, made possible with our eSuite© Platform. e2L has curated the research from Hattie, Marzano, Daniels, Zimmelman, and Hyde to determine the 12 e2L Life Ready Best Practices© that lead to student achievement increases. In order to be able to coach effectively on these best practices, e2L developed the e2L 12 Life Ready Best Practices Rubrics© which outline growth indicators for each level and standard that quantify and clarify how to turn the research into classroom practice, all of which are housed in eSuite©. e2L will provide professional development resources on instructional best practices throughout the duration of the eSuite© subscription, including how to design learning experiences using our e2L Life Ready Best Practices© and the Rubric Builder in the eLX© Learner Experience Design app. These learning experiences have shown substantial growth in student achievement.



## Pricing



engage2learn

# Pricing Structure

## Standard Pricing

Describe your standard pricing.

e2L's pricing for eSuite© is tiered pricing based on the user. The user is defined as anyone that is a user of the system. For example, a coach is defined as one user, a coachee is defined as one user, and a district administrator is defined as a user.

## Proposed Pricing

Describe the pricing proposed for this agreement.

eSuite© Users (1 - 125)	\$55.00 per user
eSuite© Users (126 - 2,000)	\$45.00 per user
eSuite© Users (2,001+)	\$39.55 per user

Pricing tier is district-specific and is determined based on a user quantity within a single district. It is not based on cumulative user quantity from all eSuite sales originating from Region 10 ESC staff.

## Pricing Guarantee

Describe how you will guarantee that no better pricing will be available to Texas districts during the time that this agreement is in place.

We use a pricing structure that ensures all partners are guaranteed the same pricing.

## Updates and Upgrades

Describe how updates and upgrades will be handled under this agreement.

eSuite© subscriptions are renewed annually. eSuite© is a web-based application that is updated regularly. Since it is web-based, there is no action required on the user to update the platform.

## Additional Fees

Describe any additional fees related to implementation, hosting, data storage, training, support, etc.

e2L will be responsible for the initial set up of Region 10 ESC and its district partners in eSuite©. For the implementation of eSuite©, e2L will provide an eSuite© overview online course and one day Trainer of Trainers for Region 10 ESC.



One day TOT training

\$3,800 per facilitator per day + \$500 per day for travel for up to 30 participants.

## Transition of Existing Customers

**Describe how existing customers will be transitioned to the new pricing structure under this agreement.**

e2L pricing structure for eSuite© is tiered pricing based on the user count. The pricing would remain the same unless the number of users within the district changes. Existing eSuite© subscribers would continue to renew directly through e2L and would not be included in the scope of this partnership agreement.

## Total Long Term Cost

The total long term cost to Region 10 ESC to acquire goods and services for supplemental online technology and education software and subscriptions is dependent on the scope of the project defined by Region 10 ESC.

## Partnership Level with Region 10 ESC

**Describe the partnership level with Region 10 ESC your company is proposing. Include proposed administrative fee and any necessary information such as training requirements, proposed marketing strategies, etc.**

e2L and Region 10 ESC will enter into a Reseller/Licensing partnership for the eSuite© coaching platform. Through this partnership, eSuite© access is provided at a per user price through an annual subscription to Region 10 ESC for use by Region 10 ESC staff and also to be sold to district partners through Region 10 ESC staff. e2L will provide help desk support to eSuite© users and continue to update the system to maintain the best user experience. e2L will be responsible for the initial setup of eSuite© users from Region 10 ESC and its district partners, including district set up, assigning standards and timelines, and importing any custom standards. e2L will provide marketing collateral branded with e2L and Region 10 ESC for outreach purposes. For the implementation of eSuite©, e2L will provide an eSuite© overview online course and one day Trainer of Trainers for Region 10 ESC, per the additional fee table outlined above.

## Limits and Costs for ESC Staff Usage

**Describe any limits and/or costs for usage by ESC staff**

No limitations will be placed on Region 10 ESC for the number of eSuite© users, internally or with district partners. The pricing is per user and the pricing tiers will be in effect for Region 10 ESC staff and any district partners.

## Geographic Limitations

**Region 10 ESC routinely provides services to districts located beyond Texas Education Agency's defined ESC-10 service area. Describe any geographic limitations to this agreement (i.e. Region 10 service area, North Texas, Texas, No Geographic Limitations).**

There will be no geographic limitations in the Reseller/Licensing Agreement. e2L supports Region 10 ESC expanding to districts beyond Texas Education Agency's defined geographical region for ESC-10 service area. This agreement to support Region 10 ESC expansion beyond its TEA-defined geographical service area does not designate Region 10 ESC as an exclusive agent in the State of Texas.

# Vendor Reputation

e2L has a solid reputation for building high-performance teams in over 200 districts. e2L combines innovation with achievement, creating a culture that impacts educators and learners for life.

## Mesquite ISD



**MESQUITE INDEPENDENT  
SCHOOL DISTRICT**

Years Served

**5**

2015-current

# Coached

**850**

In education, one doesn't often hear about literacy and innovation in the same sentence. When Mesquite ISD partnered with e2L in 2015, however, that was the goal. Superintendent Dr. David Vroonland wanted to both improve literacy development or readiness and move the district from a culture of compliance to a culture of ownership and innovation, and intentionally creating culture is exactly what e2L does.

**“What we are doing is creating a model that centers around building capacity of teachers, while allowing the teachers to still be the Owner & Innovator of what needs to occur in that classroom.”** ~ Dr. David Vroonland, Superintendent

Knowing that an adaptive solution begins with a locally-designed solution, e2L facilitated the district stakeholders in designing the Mesquite ISD Literacy Framework within which teachers and campus literacy leaders could innovate. Then, every elementary campus team designed a unique plan for innovation and literacy best practices within the framework, which encompasses seven fundamental literacy components, including Guided Reading. Such laser focus on the core elements of balanced literacy, with job-embedded professional development around the high-yield strategies for each, intends to reach Dr. Vroonland's goal that all Mesquite ISD learners will be reading on level by third grade.

**Mesquite ISD Literacy Framework**



**Literacy Components**

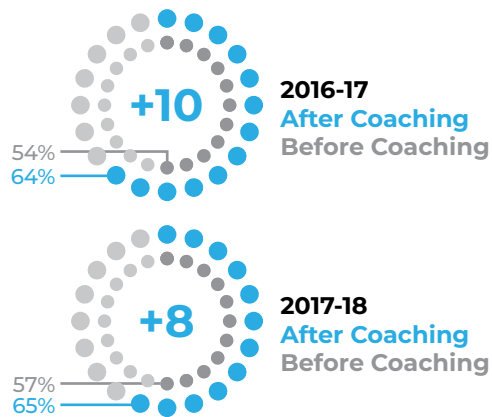


The district supported their teachers and leaders in making this shift by investing in e2L eGrowe© Coaching for leaders, teachers, and literacy coaches in three cohorts over three years. Focused coaching of district and campus coaches will ensure that the district can sustain innovation in literacy development and extend it to other curricula long after e2L is gone because that group of coaches will have honed the skills and knowledge necessary to develop and grow others. This investment in coaching and innovation has proven that you can increase literacy and achievement through a vehicle of innovation. Mesquite ISD is seeing a growth in literacy in their second-graders who are going on to third grade. e2L coached classrooms had 87.19% of the learners reading on grade level, compared to just 78.13% in non-coached classrooms. In addition, at-risk learners who entered the grade level on Tier 3 or Tier 2 are moving to Tier 1 because of the strong foundation of Tier 1 differentiated instruction in the Literacy Framework. For example, in 2017, 268 Kindergarten students who entered at-risk, left for 1st grade on track! Cultivating an innovative literacy environment in primary classrooms district-wide is changing the trajectory of learners' lives in Mesquite ISD and producing a more literate community as a whole. "Read, Play, Talk" has been adopted as a community-wide initiative since the development of the Literacy Framework by Mesquite ISD, in partnership with e2L; this family-inclusive reminder is visible in most every public realm and encourages a systemic culture shift for an entire urban population.

## Mesquite ISD Key Results

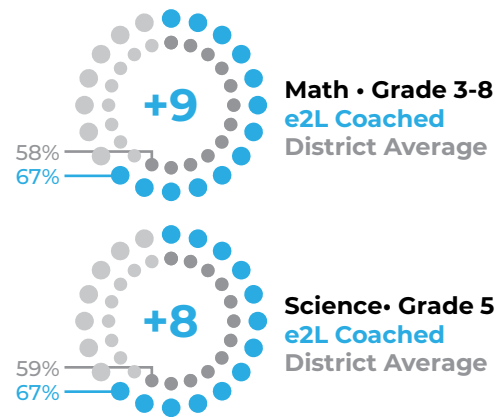
### Improved RTI Tier 1 Scores

Mesquite ISD Grade K-2 RTI Tier 1 Results



### Improved Math/Science Scores

Mesquite ISD 2016-17 STAAR Meeting Standard



### Improved Literacy Scores

Mesquite ISD Grade 2 on Grade Level DRA



## Fort Worth ISD



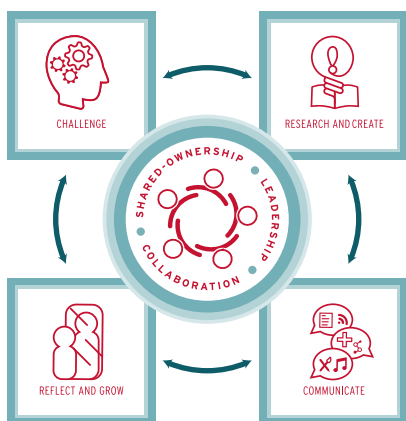
Years Served

3

2017-current

Fort Worth ISD (FWISD) has three priorities: elementary literacy, math in the middle years, and preparing all students for success in college, career, and community leadership. So, how did the district use a long-range master planning process to make progress on these academic goals? In 2016, Superintendent Kent Scribner and his team made a unique but strategic decision; they released an RFP for an education consulting company to lead their master planning process and hired e2L to facilitate Innovative Learning for the Future which included:

- Engaging the community to create a vision for learning
- Designing the FWISD Learning Model
- Collaborating to ensure the master facilities' plan was aligned to the vision for learning



As a result of this process, they were able to pass the largest bond in school history with 78% voting in favor. The district committed to rolling out the FWISD Learning Model to every classroom in the district over the next five years.

**“Preparing students to lead in the 21st century is our responsibility. We believe the Fort Worth ISD Learning Model is what our students need and deserve. It is what learning should look like in every classroom.”**

~Kent Scribner, Superintendent

However, the district leadership did not stop with a framed model on the wall. They are investing in individualized, job-embedded coaching for every educator who volunteers to set the pace and implement this learning in the classroom or on the campus. The rollout has gained momentum, starting with over 100 teachers and leaders in year one on 23 volunteer campuses. In year two, the rollout has grown to 265 teachers, 51 leaders, and 80 coaches on 48 campuses. As the district has invested heavily in training and coaching for 70 district and campus-based instructional coaches, FWISD is calling this the Year of the Coach. e2L coaches are building the knowledge and capacity of the FWISD coaches to exponentially increase coaching capacity for 19-20 to roll out to even more classrooms across the district. There is also a significant focus on increasing literacy achievement that is facilitated through the coaching of teachers and especially district and campus coaches, specifically focused on literacy best practices in the context of the FWISD Learning Model. Through comprehensive training and personalized coaching facilitated by e2L coaches, FWISD educators are becoming equipped to develop and implement standards-aligned, differentiated curriculum units infused with life-ready skills, which is leading to district-wide improvement in literacy readiness.

Implementation & Coaching Timeline

Year 1

100

Teachers &amp; Leaders

Year 2

387

Teachers, Leaders, &amp; Coaches

Year 3

70

District &amp; Campus Coaches

Along with the increase in momentum, educator growth has also increased in understanding and application of the e2L 12 Life Ready Best Practices© that serve as the foundation for the Fort Worth ISD Learning Model.

## El Paso ISD



When the state-appointed Board of Managers hired El Paso ISD (EPISD) Superintendent Juan Cabrera six years ago, he was facing huge challenges. In addition to replacing leaders throughout the organization, rectifying the reputation and integrity of the district, and shifting the culture, Superintendent Cabrera had a vision for every learner to get a meaningful learning experience in every classroom, every day, to prepare for life after school. “The quality of students’ education should not be determined by their zip code,” Superintendent Cabrera is often heard saying.

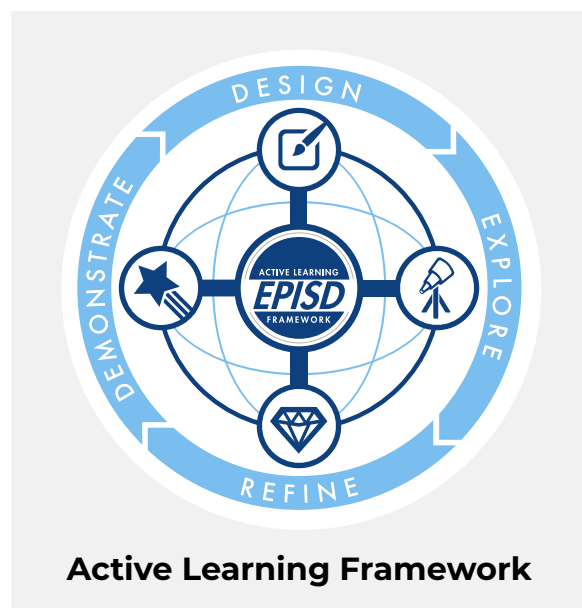
In 2015, EPISD partnered with e2L to design the EPISD Active Learning Framework and launch the wall-to-wall modernization of teaching and learning through a strategic, five-year multi-layered coaching process rolled out to two feeder patterns each year. Every teacher, leader, and mentor in the district will receive training and individualized coaching to create the equity of learner experience across the district. While many urban districts use a strategy of choice schools to provide pockets of excellence, Superintendent Cabrera, his now-elected Board of Trustees, and his leadership team are committed to closing the experience gap for every learner, and it is working!

Even in the first year of the Active Learning Framework (ALF) implementation, student engagement increased, and there was a double-digit difference in standardized test scores in ALF classrooms when compared to other classrooms. In year two, the ALF feeder patterns showed enough growth that the overall district scores trend turned positive, and EPISD received the third most distinctions in the state of Texas.

Three years into this five-year responsible rollout, EPISD, through its partnership with e2L and the implementation of teacher and leader training and coaching on the e2L Life Ready Best Practices© and the EPISD ALF, is already seeing amazing results!

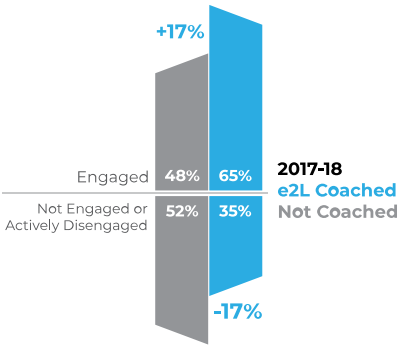
### Board of Trustees Training, Workshops and Goals Development.

Starting in January 2017, e2L partnered with EPISD to provide training and facilitation to the Board of Trustees (BOT). The BOT set a goal to use Lone Star Governance as a guiding force to set goals, goal progress measures, and constraints for the 2018-19 academic year. e2L facilitated multiple workshops to assist the trustees in coming to agreement on the Goals, Goal Progress Measures, Constraints, Constraint Progress Measures, assessments, targets for each year, and a self-assessment for the BOT using the Implementation Integrity Instrument. The BOT was able to successfully establish a Lone Star Governance Framework for the 18-19 school year.



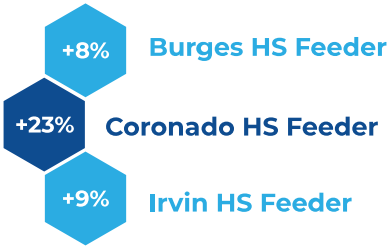
**Increased Student Engagement**

Gallup Poll Results



**Increased Math Scores**

Algebra Grades 8-12 • Masters Grade Level Growth



2016-17 vs 2017-18  
Before Coaching After Coaching

**Increased Student Achievement**

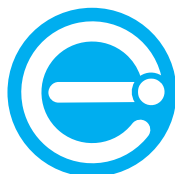
HS Approaches Grade Level / All Subjects



\*with 5+ Coaching Touches



## Experience & References



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# Experience and References

## History of Partners

Additionally, e2L is pleased to provide this additional list of school districts who have partnered with e2L for services. The districts below are either currently, or have in the past, partnered with e2L to implement and sustain change initiatives across the district and/or professional development for teachers and leaders.

### e2L Partner List

Alamo Heights ISD	Garland ISD	Mesquite ISD
Aldine ISD	Georgetown ISD	Midlothian ISD
Allen ISD	Godley ISD	North East ISD
Angleton ISD	Graham ISD	Northside ISD
Aransas County ISD	Granbury ISD	Pearland ISD
Aransas Pass ISD	Gregory Portland ISD	Ponca City Public Schools OK
Arlington ISD	Harlingen CISD	Rio School District, CA
Arlington Public Schools VA	Harts-Bluff ISD	Raymondville ISD
Athens ISD	Hays ISD	Richardson ISD
Bastrop ISD	Huffman ISD	Rockwall ISD
Burleson ISD	Iraan-Sheffield ISD	Round Rock ISD
Calallen ISD	Irving ISD	Royse City ISD
Castleberry ISD	Joshua ISD	San Benito ISD
Cincinnati Public Schools, OH	Katy ISD	San Marcos CISD
Comal ISD	Keller ISD	Sapulpa Public Schools OK
Coppell ISD	Kilgore ISD	South San Antonio ISD
Corpus Christi ISD	Killeen ISD	South Texas ISD
Corsicana ISD	Lackland ISD	Southwest ISD
Crowley ISD	Lajoya ISD	Spring ISD
Cuero ISD	Lake Dallas ISD	Stafford ISD
Dallas ISD	Lamesa ISD	Stephenville ISD
Del Mar College	Lancaster ISD	Sunnyvale ISD
Denison ISD	Laredo ISD	Waco ISD
Denton ISD	Lexington ISD	Waxahachie ISD
DeSoto ISD	Little Elm ISD	Weatherford ISD
Donna ISD	Longview ISD	West ISD
Dripping Springs ISD	Lubbock ISD	Wichita Falls ISD
Eagle Pass ISD	Lytle ISD	Wills Point ISD
El Paso ISD	Magnolia ISD (DIY)	Winters ISD
Enid Public Schools OK	Mansfield ISD	Yukon Public Schools OK
Forney ISD	Marshall ISD	
Fort Bend ISD	McAllen ISD	
Fort Worth ISD	McKinney ISD	
Frenship ISD		
Friendswood ISD		

## Past Relationships with Region 10 ESC

Having previously provided consultation and facilitation services for Region 10 ESC in 2012 and 2015, we have established relationships between the two organizations, which has increased the awareness of a strategic partnership based on the alignment of mission and vision.

## References from Similar Projects

**Kevin Brown**  
**Executive Director**  
**TASA**

[kbrown@tasanet.org](mailto:kbrown@tasanet.org)  
512.477.6361

**Dr. Robby McGowen**  
**Deputy Executive Director**  
**Region 4 Education Service Center**

[rmcgowen@esc4.net](mailto:rmcgowen@esc4.net)  
713.744.6588

**Kim Mauk**  
**Chief Executive Officer**  
**Southwest Plains Regional Service Center**

[kim.mauk@swplains.org](mailto:kim.mauk@swplains.org)  
316.371.4878

**John Petree**  
**Deputy Executive Director**  
**Region 11 Education Service Center**

[jpetree@esc11.net](mailto:jpetree@esc11.net)  
817.740.3670

**Matt Clark**  
**Director of Instructional Services**  
**Lake Dallas**

[mclark@ldisd.net](mailto:mclark@ldisd.net)  
949.497.4069

**Dr. David Vroonland**  
**Superintendent**  
**Mesquite ISD**

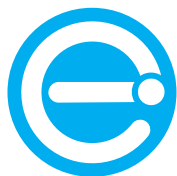
[dvroonland@mesquiteisd.org](mailto:dvroonland@mesquiteisd.org)  
972.882.7311

**Dr. Steven Wurtz**  
**Chief Academic Officer**  
**Arlington ISD**

[swurtz@aisd.net](mailto:swurtz@aisd.net)  
682.867.7300



## Required Forms



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provided for in Texas Education Code, Chapter 44, Subchapter B, Section 44.031 and/or applicable state and federal statutes. Any proposal after being awarded becomes subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

- C. If product and/or service provided is not satisfactory to ESC-10, agreement can be terminated at any time upon a 30-day written notice.
- D. ESC-10 reserves the right to all warranties, express and implied.
- E. 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.
- F. Patented or copyright protected items: Vendor agrees to protect ESC-10 from recourse and all claims arising from rights under patent, copyright, trademark or application infringement.
- G. It is understood and agreed that ESC-10 reserves the right to make minor modifications to conditions of this request for information due to unforeseen circumstances.
- H. RESPONSES MUST BE MADE ON THE ENCLOSED SHEETS (or as attachments to respond to Specifications).

#### 4.0 CONTACT

All questions should be submitted in the Bonfire portal below by 5 pm CT on April 30, 2020.  
<https://region10.bonfirehub.com/portal/?tab=openOpportunities>

#### 5.0 REFERENCES

Each vendor must submit a list of references for whom vendor has provided like products/services. Educational and governmental agencies are preferred. This list may be labeled "PROPRIETARY" and if so labelled may not subject to public view. Failure to provide references may cause proposal to be considered non-responsive.

Company: Texas Association of School Administrators  
Address: 406 E. 11th St.  
City/St: Austin, TX 78701

Contact Person:  
Kevin Brown

Phone number:  
(512) 477-6361

Company: Region 4 Education Service Center  
Address: 7145 West Tidwell Road  
City/St: Houston, TX 77092-2096

Contact Person:  
Dr. Robby McGowen

Phone number:  
(713) 744-6588

Company: Region 11 Education Service Center  
Address: 1451 S. Cherry Lane  
City/St: White Settlement, TX 76108

Contact Person:  
John Petree

Phone number:  
(817) 740-3670

## **6.0 REJECTION, WITHDRAWAL, MODIFICATIONS OF PROPOSALS AND LATE PROPOSALS**

ESC-10 reserves the right to accept or reject any or all responses, to waive any technicality or irregularity in response submitted, and to accept or reject any part of a response as deemed to be in the best interest of ESC-10. Responses may be withdrawn at any time prior to the final due date. Upon approval of ESC-10, responses may be withdrawn for obvious miscalculations or industry-wide conditions.

Responses received after the final due date/time will be declared late and will be considered ineligible for consideration. ESC-10 is not responsible for mail, courier or other delivery methods' in-transit time or non-delivery. Late deliveries will be held unopened. Respondents will be advised by mail that the proposal was late and not accepted and will be allowed to pick up the proposal package or have the package picked up by a courier.

## **7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS**

ESC-10 is willing to assist any Respondent in the interpretation of request provisions or explanation of how request forms are to be completed. If any person contemplating submitting a response to this request is in doubt as to the true meaning of the specifications, or other documents or any part thereof, he/she may submit a written request for clarification through the Region 10 ESC Bonfire portal at <https://region10.bonfirehub.com/portal/?tab=openOpportunities> by 5 pm DT on Thursday, April 30, 2020.

Any interpretation of the request for information, if made, will be made only by Addendum duly issued to each person receiving a Request for Information. ESC-10 will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this request must be filed in writing with the Chief Financial Officer.

## **8.0 EVALUATION and AWARD OF CONTRACT**

- A. Response evaluation shall be based on the factors listed in sub-section E of this section.
- B. After responses are opened, ESC-10 will check each response for the presence or absence of required information in conformance with the submittal requirements of this response. These submittal requirements are obligatory. If the response fails to meet any requirements to the request for information specifications, such failures will be noted and documented in a formal deficiency report by the purchasing staff. ESC-10 will evaluate each response to assure consistency among the various sections within the request for information. Any items that are inconsistent or appear contradictory will be evaluated to determine if they should be classified as material deviations.
- C. ESC-10 reserves the right to award the proposal to one vendor or multiple vendors.

- D. ESC-10 will perform a price/value analysis to ensure that districts are receiving value for purchasing this product or service.

E. Evaluation Criteria: Percentage Weight:

Product alignment with ESC-10 mission/needs	15 %
Quality of product	15 %
Vendor Reputation	10 %
Past relationship with ESC-10	5 %
Proposed partnership structure with Region 10 ESC	15 %
Price/Value Analysis	35 %
Total long-term cost	5 %
Vendor ability to comply with HUB rules - Not Applicable to this proposal	

## 9.0 SPECIFICATIONS

The mission of ESC-10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. In alignment with the mission, the EdTech Purchasing Cooperative was formed to provide best pricing to member districts for solutions designed to facilitate learning. The scope of the EdTech Purchasing Cooperative is limited to online or computer-based products/solutions that enhance school operations, design and delivery of instruction, assessment/feedback, and/or data utilization. Proposals meeting the following criteria will be considered:

1. Product alignment with ESC-10 mission/needs - the proposal must clearly describe how the product/solution assists districts and/or educators address the needs of learners.
2. Quality of product - the proposal must clearly describe how the product/solution is evaluated in terms of:
  - a. Functionality - how well and under what conditions does the product/solution work?
  - b. Ease of Use - what technical support and how much training is needed for end users to fully utilize the product/solution?
  - c. Outcomes - how is the intended impact measured? What are the results?
  - d. Differentiation - what makes this product/solution unique or what distinguishes it in comparison to similar products/solutions?
3. Best Price - the proposal must clearly describe how the product/solution pricing will be the lowest price available to member districts throughout the term of the contract, whether through exclusivity, "most favored nation" status, price match guarantee, or any other method proposed by the vendor.
4. Administrative fee - the proposal must clearly describe the partnership structure the vendor wishes to establish with Region 10 ESC, which will determine the administrative fee to be remitted to Region 10 ESC. Administrative fees must be factored into pricing offered and are

**not** to be listed as separate from the contract price. Different levels of partnership available to vendors are as follows:

- a. Cooperative Contract: a contract resulting from this RFP will be available to public agencies to “piggyback” on to satisfy their own bid requirements. Region 10 will put the contract on the EdTech website and administer the contract, however marketing efforts will be limited. Administrative fee is 1%. Customers will pay vendor directly, the vendor will report sales to Region 10 and remit the administrative fee to Region 10 on a quarterly basis.
- b. Marketing Contract: in addition to a “piggybackable” contract, Region 10 will agree to actively market the vendor to Region 10 Local Education Agencies (LEAs). Administrative fee will start at 5% and may be more depending on the level of involvement vendor is requesting of Region 10.
- c. Reseller/Licensing Contract: in addition to a “piggybackable” contract, Region 10 will agree to act as a licensing reseller for the software. Administrative fee will start at 15% and may be more depending on the level of involvement vendor is requesting of Region 10. Customers will pay Region 10 directly; Region 10 will keep the agreed-upon administrative fee and remit the remainder of the sale to the vendor.
- d. Training and Support Contract: in addition to acting as a marketing partner and reseller, Region 10 will give active training and/or customer support to customers buying through Region 10. Vendor should detail the training necessary for Region 10 staff to perform this function. Administrative fee can range from 20%-35% depending on the level of involvement vendor is requesting from Region 10.
- e. Further support including development, data hosting and sharing, and other services may be negotiated between Region 10 and the vendor based on the vendors RFP response.

Vendors must indicate what level of partnership they wish to enter with Region 10 in their response. While the level of partnership proposed will be taken into account by the evaluation committee, scoring for this subsection will primarily be based on the vendor’s contract implementation plan for whichever level of partnership they propose.

#### **10.0 ACKNOWLEDGEMENT OF ADDENDA:**

The offeror acknowledges receipt of ADDENDA to the solicitation and related documents numbered and dated:

Addendum No.			
Date			

All addenda shall be acknowledged on the solicitation/offer. Failure to do so may cause the proposal to be rejected. Any changes to the solicitation will be made by Addendum, delivered to all parties, which ESC-10 shows as having received a copy of the solicitation.

## **11.0 PROPOSAL**

1. Describe your EdTech Product/Solution and explain how it is used in schools, and how its use in schools falls within the scope of this request.
2. Describe how the product/solution is aligned to the ESC- 10 Mission.
3. Describe how the quality of the product/solution is measured, including the following criteria:
  - i. Functionality
  - ii. Ease of Use
  - iii. Outcomes
  - iv. Differentiation
4. Describe your pricing structure:
  - a. Describe your standard pricing.
  - b. Describe the pricing proposed for this agreement.
  - c. Describe how you will guarantee that no better pricing will be available to Texas districts during the time that this agreement is in place.
  - d. Describe how updates/upgrades will be handled under this agreement.
  - e. Describe any additional fees related to implementation, hosting, data storage, training, support, etc.
5. Describe how existing customers will be transitioned to the new pricing structure under this agreement.
6. Describe the partnership level with Region 10 your company is proposing. Include proposed administrative fee and any necessary information such as training requirements, proposed marketing strategies, etc.
7. Describe any limits and/or costs for usage by ESC staff.
8. Region 10 routinely provides services to districts located beyond Texas Education Agency's defined ESC-10 service area. Describe any geographic limitations to this agreement (i.e. Region 10 service area, North Texas, Texas, No Geographic Limitations).

## **12.0 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.



### 13.0 Terrorist State Certification

In accordance with Texas Government Code, Chapter 2252, Subchapter F, ESC-10 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 ESC-10 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 ESC-10 to believe that the respondent was a listed company at the time of this procurement.

### 14.0 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.)

<hr/>		
<hr/>	<hr/>	<hr/>
City	State	Zip Code
<hr/>		
<hr/>		<hr/>
Company Name		Address

## 15.0 UNFAIR BUSINESS PRACTICE

Has your company ever been convicted of unfair business practices?

☐ Yes

☒ No

If yes, when: \_\_\_\_\_

## VENDOR PROFILE

Minority/Women Business Enterprise (Required by some participating governmental entities) or HUB

Vendor certifies that his/her firm is a M/WBE

☒ Yes ☐ No

If yes, circle above certification that applies and list any others: WBENC, HUB  
(Enclose copy of certification)

### DEVIATIONS:

Software Licensing and Data Sharing Agreements will be included as appendixes to the contract terms and conditions. Software License and Data Sharing Agreements are attached.

## 16.0 SIGNATURE PAGE, DEVIATION or COMPLIANCE NOTATION & FELONY NOTIFICATION

DEVIATIONS: In the event the undersigned Respondent intends to **deviate** from the general terms and conditions or specifications contrary to those listed in the "Terms and Conditions", "Specifications" and other information attached hereto, all such deviations must be **listed on this page**, with complete and detailed conditions and information also being attached (attach additional pages as necessary). **Vendors must list all specifications for item(s) bid that differ from any specifications/brands listed in proposal.** ESC-10 will be the sole judge to determine if deviations are acceptable in meeting the needs of ESC-10.

NO DEVIATIONS: In the absence of any deviation entry on this form, the Bidder assures ESC-10 of their **full compliance** with the Terms and Conditions, Specifications, and information contained in this proposal.

**ALL bidders MUST COMPLETE this page (check appropriate box)  
SIGN & RETURN with proposal or proposal may be considered NON-RESPONSIVE.**

Our response is submitted according to (check appropriate box):

☒ Deviations listed

☐ See Attached letter for Deviations

☐ No Deviations

Having carefully examined the Request for Proposal's, terms and conditions, specifications and proposal form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

The representative signing this document affirms that they are duly authorized to execute this contract, that this company corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the representative signing this document nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

#### FELONY NOTIFICATION

Also, pursuant to the State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, the undersigned affirms this firm is \_\_\_\_\_ /is not ☒ owned or operated by anyone who has been convicted of a felony. This statement is not required of a publicly-held corporation.

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 titled Debarment and Suspension.

=====

**NOTE** - Use this form. If necessary to go

Term Discount: \_\_\_\_\_ Date: \_\_\_\_\_

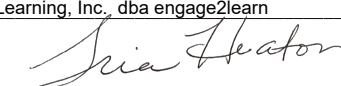
into details, attach a letter.

COMPANY

NAME Engage! Learning, Inc. dba engage2learn

Exclude Federal and State Taxes.

SIGNATURE



(Must be able to sign contracts to obligate

The right is reserved to accept or reject company) quotation on each item separately or as a whole.

TYPED

NAME Tria Heaton

Proposals received after the time and date specified

TITLE

Event and Product Specialist

will not be accepted.

ADDRESS

P.O. Box 695, Portland TX 78374

Email Address: tria@engage2learn.org

PHONE ( 361 ) 704-9654

FAX (      ) N/A

17.0

**NOTICE OF NO RESPONSE**  
**TO REQUEST**

Please complete this form and return by fax:  
Attn: Sue Hayes (972) 348-1110

(Check below)

- ☐ 1. We have decided not to submit a response for the reason(s) listed below, but wish to remain on the Bidder's list for other items.
- ☐ 2. The product/service we represent should be listed in another category. (Specify)

\_\_\_\_\_

- ☐ 3. We wish to be removed from the Bidders list for the reason(s) listed below:

EXPLANATION FOR "NO" BID ON PROPOSAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website \_\_\_\_\_

Address: \_\_\_\_\_

Signature of Bidder's Representative:

\_\_\_\_\_

Typed/Printed Named:

\_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for your assistance.

Vendors who respond to this proposal with a formal proposal or this form will remain on our mailing list.  
Vendors making no response at all are subject to removal from our Bidders list

## 18.0 Educational Purchasing Cooperative of North Texas (EPCNT) Price Sharing

Education Service Center Region 10 encourages vendors to check yes to the EPCNT clause because other schools can buy with our bid under the same terms. This streamlines the public purchasing process and cuts costs to the public. It also keeps vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources. Do not check yes if doing so would be detrimental to Education Service Center Region 10 pricing, terms or conditions in your response.

Approximately 63 school districts in the area have formed, through an inter-local agreement, the Educational Purchasing Cooperative of North Texas (EPCNT). You may learn about EPCNT at <http://www.epcnt.com/>. Should any of these entities decide to participate in this bid, would you (the vendor) agree to extend your offer to all member school districts? Terms and conditions and pricing must be the same as for Education Service Center Region 10.

\_\_\_\_\_NO      ✓ YES

If vendor checks yes, the following will apply:

Terms and conditions and pricing will be the same as Education Service Center Region 10. Members and participants of the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract awarded as a result of this solicitation. All purchases by members and participants other than Education Service Center Region 10 will be billed directly to that entity and paid by that entity. Education Service Center Region 10 will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as needed.

**Signature below authorizes EPCNT participation for this offer by the responding vendor.**

Signature 

Printed Name Tria Heaton

Company Name Engage! Learning, Inc. dba engage2learn Date 05/11/2020

## 19.0 REGION 10 ESC PROPOSER/VENDOR CERTIFICATION FORMS

### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by Region 10 ESC for any contract resulting from this procurement process.

The Region 10 ESC is the subgrantee or Subrecipient by definition.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 10 ESC, Region 10 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES TH

Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (B) above, when federal funds are expended by Region 10 ESC, Region 10 ESC 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 Vendor, in the event vendor 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. Region 10 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Region 10 ESC believes, in its sole discretion that it is in the best interest of Region 10 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by Region 10 ESC as of the termination date if the contract is terminated for convenience of Region 10 ESC. Any award under this procurement process is not exclusive and Region 10 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of Region 10 ESC.

Does vendor agree to abide by the above? YES TH

Initials of Authorized Representative of Vendor

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60- 1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 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.”

Pursuant to Federal Rule (C) above, when federal funds are expended by Region 10 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES TH

Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (D) above, when federal funds are expended by Region 10 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES TH

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

Pursuant to Federal Rule (E) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES TH

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES TH

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

Pursuant to Federal Rule (G) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES TH

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES TH

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Region 10 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by Region 10 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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

Does vendor agree? YES---- TH

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by Region 10 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2CFR§ 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES TH

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

When federal funds are expended by Region 10 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub.L.94-163,89 Stat.871).

Does vendor agree? YES TH

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**CERTIFICATION OF COMPLIANCE WITH 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? YES TH

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**CERTIFICATION OF COMPLIANCE WITH 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? YES TH

Initials of Authorized Representative of Vendor