

## EdTech Exchange Contract Information Sheet

### Contract Information

Awarded Vendor:	SpecialNeedsWare, Inc. (DBA Ori Learning)
Contract Number:	ET231003
Effective Date:	July 1, 2023
Initial Term Expiration Date:	June 30, 2024
Renewable Through:	June 30, 2028

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

### RFP Process Information

RFP Number:	RFP 2023-10
RFP Title:	Special Education Software
Dates Advertised:	April 13 & 20, 2023
# of Vendors that Requested RFP:	62
Questions Due:	May 3, 2023
Public Bid Opening Date and Time:	May 11, 2023, 2:00 pm CT #
of Responses Submitted:	18
Number of Awarded Vendors:	4
Date of Board Approval:	June 14, 2022

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

Pricing (30 Points)  
Alignment with Region 10 Mission (25 Points)  
Customer Training and Support (25 Points)  
Qualifications and Experience (10 Points)  
Ease of Use (10 Points)

### Justification for Award to Multiple Respondents

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

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

## OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

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

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

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

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


**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

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

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

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

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

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Founder and CEO  
Authorized Signature & Title



## **2023-10 - Special Education Software: Appendix A**

**Region 10 ESC, Richardson, TX**

May 11, 2023

Primary Contact:

**Jonathan Izak, *Founder and CEO***

[rfp@orilearning.com](mailto:rfp@orilearning.com)

SpecialNeedsWare, Inc.

(DBA Ori Learning)

66 Summit Avenue

Chatham, NJ 07928

(646)-278-9959 x1001

[www.orilearning.com](http://www.orilearning.com)



Region 10 Education Service Center  
400 E. Spring Valley Rd.  
Richardson, TX 75081-5101

## **RFP 2023-10 - Special Education Software**

Dear Region 10 ESC Evaluation Team,

On behalf of the Ori Learning team, thank you for the opportunity to submit our response to your request for proposal for special education software.

SpecialNeedsWare, Inc. (DBA Ori Learning) is a trusted name in the Educational Technology world, where our high-quality solutions have been supporting districts, educators, and students as they cultivate essential school-to-life skills (employment, interpersonal, and daily living) and social emotional development, so critical for college, career, and community success, since 2012.

Ori Learning offers a comprehensive solution and includes the following synergistic solutions:

Ori Learning solutions comprise Universal Design for Learning (UDL)-aligned instruction, assessment, and progress monitoring, serving secondary and post-secondary students via blended curricula that enables educators to deliver instruction using a flexible learning model. With minimal preparation time, instruction can be delivered across diverse learning environments (traditional, blended, or independent), synchronously and asynchronously. Our solutions offer universal access with features including (but not limited to) text translation into 136 languages, text to speech responses, voice recorded responses, read aloud, adjustable speech rates, and text highlighting.

Ori Learning serves our partner districts with the following synergistic solutions:

- **Comprehensive Transition Solution** serving students with mild and mild/moderate disabilities Grades 9-12 and ages 18-22+ including Employability Skills, Career Options, Social Skills, Emotional Wellness, and Financial Literacy (14 courses, 250+ lessons)
- CASEL aligned **Social Emotional Learning Solution** serving students grades 6-12 (receiving Tier 1 & 2 supports) with grade leveled content and 175 lessons. Additional grade banded curriculum serving students with more diverse learning needs/receiving Tier 3 supports included (92 lessons)



We are grateful for your consideration of our qualifications and look forward to partnering with Region 10 ESC.

Sincerely,

Jon Izak  
Founder and CEO



## COMPANY PROFILE

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

SpecialNeedsWare, Inc. (DBA Ori Learning)

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

Roz Prescott, Chief Operating Officer

646-278-9959 (x1011)

[rfp@orilearning.com](mailto:rfp@orilearning.com)

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

66 Summit Ave., Chatham, NJ 07928

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

In 2011, Ori Learning's founder and CEO, Jon Izak, created an iPad app focused on communication and essential life skills. A huge inspiration for that app was his younger brother, Oriel, who has lived with nonverbal autism his entire life.

For over a decade we have been developing innovative education solutions built on modern technology. After releasing our first product to support students with autism in 2012, we partnered with Harvard-affiliated Boston Children's Hospital and their Autism Language and Communication Enhancement Programs to further enhance our solutions. In 2017, we shifted our focus to supporting school districts, charter schools, and students as they cultivate essential skills and emotional wellbeing for all stages of life, both in and beyond the classroom.

Ori Learning currently partners with hundreds of school districts to support their Transition and Emotional Wellness initiatives. Our partnerships span the United States and include both large and small urban, suburban, and rural districts. With tailored supports built to meet individual district needs, we have extensive experience and success with implementations that range in size from a few classrooms to district-wide initiatives. We offer customized support to our district partners to meet individual needs and have extensive experience and success with training and implementations that can scale and achieve strategic goals.



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

Ori Learning does not typically release annual sales figures as part of RFP applications. However, additional financial information can be shared with specific requests to our Accounting department.

**6. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with? If yes, please give a brief description of the program.**

At Ori Learning, we believe that everyone deserves access to equitable and accessible education. We are committed to creating a learning platform that reflects the diversity of our students, offers accessibility to content, and provides an inclusive environment where all learners can thrive. Our mission is to increase opportunities for learning, regardless of background or ability, by providing high-quality curriculum and accommodations accessible to and representative of students.

We recognize that building a culture of inclusivity requires a commitment not only in our curriculum but also in our internal operations. Our goal is to create a company culture that values and promotes inclusivity with all employees, so that everyone can succeed. We believe that a diverse and inclusive team, where all perspectives are welcomed and respected, leads to better decision-making and stronger outcomes for our learners. We are dedicated to creating an environment where everyone feels supported, respected, and included, regardless of their background, identity, or ability.

In summary, at Ori Learning, we are committed to creating an accessible, inclusive, and supportive learning environment for all, both in our learning platform and in our company culture.

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

Not applicable



## PRICING

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

Yes

**9. Does pricing submitted include the required administrative fee as required in the Scope of this RFP?**

Yes

**10. Define your standard terms of payment, including discounts for early payment if available.**

Net 30; no discounts for early payment

**11. Are your licenses transferable? If so, are there any conditions or limitations on a school's ability to transfer licenses?**

Once a student starts a course the license is locked and is not transferable. However, creating an account or even assigning content will not use a license and it can be transferred. If a district identifies a strong need for transferring licenses (e.g., many students enroll and unenroll regularly), we can work with them to circumvent this issue.

## ALIGNMENT TO REGION 10 MISSION

**12. Describe your software solution and how it is geared toward special education. Please give a general overview of your software's functionality and features.**

Ori Learning solutions support middle and high school students on their journey to success.

The Ori Learning **Transition Solution** provides a comprehensive platform to support students ages 14+ with mild and mild/moderate disabilities as they prepare for successful school-to-life transition.

The Ori Learning **SEL Solution** provides a platform to support districts, administrators, and educators to successfully develop and implement a positive climate and culture of wellbeing into their secondary schools and educational communities.

All Ori Learning solutions utilize a UDL framework to ensure each learner can access and participate in relevant, challenging learning opportunities by offering a variety of approaches based on multiple means of engagement, representation, and action &



expression. Teachers have all the tools they need to deliver engaging learning experiences and monitor student progress.

Together, the online lesson content, assessments, and companion materials provide a comprehensive instructional suite.

## RESEARCH AND EVIDENCE-BASED SOLUTIONS

Ori Learning solutions are research-based, informed by various frameworks to shape learning and instructional approaches:

### Universal Design for Learning (UDL)

All Ori Learning solutions utilize Universal Design for Learning (UDL) to ensure each learner can access and participate in relevant, challenging learning opportunities by offering a variety of approaches based on three principles:

- **Multiple Means of Engagement:** Ori Learning engages learners with multiple activity types including (but not limited to): Polls, Collaboration Boards, Videos/GIFs/Images, Interactive Slides.
- **Multiple Means of Representation:** All Ori Learning solutions have been thoughtfully crafted to ensure they are both developmentally appropriate and culturally diverse. Our curriculum and instructional materials are tailored to meet the unique needs of every student, ensuring there are no barriers to accessing high-quality instruction. Ori Learning is focused on accessibility for all students including powerful accommodation tools. We understand the importance of cultural diversity in education and have made it a priority to make sure our curriculum and resources are inclusive and reflect students from diverse backgrounds. Additionally, student voices and experiences are integral to the learning approach while student choice enables selection of activities relevant and interesting to students and their lives.
- **Multiple Means of Action & Expression:** Ori Learning solutions support student expression through speech-to-text responses; free response activities that can be answered via text or voice recording; the option to upload drawings, images, and projects; interactive question types such as multiple choice, matching, ordering, fill in the blank, true/false, categorization, and more.

### Learning Sciences

Ori Learning solutions are designed incorporating Learning Sciences to ensure:

- Learning is meaningful to each and every learner.



- Effective learning experiences are aligned to the needs of those who access our platform and curriculum.
- Design methodologies are utilized to iterate and improve, informed by data and feedback available from users.

### Transition Solution

Our Transition curriculum is informed by research and best practices and targets skills employers recognize as most critical to success in the workplace. The curriculum is based on research from:

- **The Zarrow Institute on Transition and Self-Determination** at the University of Oklahoma
- Predictor clusters outlined by the **National Technical Assistance Center on Transition-The Collaborative (NTACT-C)**
- Indicator 13 Checklist by the **National Secondary Transition Technical Assistance Center (NSTTAC)**
- Guideposts from **The Office of Disability Employment Policy**
- Guiding principles from **Transition Tennessee**

### Social Emotional Learning

Ori Learning SEL solutions have dedicated each unit to one of the five CASEL competencies, supported by research in the field of Social-Emotional Learning.

Our grade levelled SEL curriculum serving secondary students (grades 6-12) receiving Tier 1 or Tier 2 supports follows the effective SEL approaches outlined by the acronym SAFE:

- **Sequenced:** our curriculum offers connected lessons that build on each other to help foster SEL skills development.
- **Active:** our lessons are highly engaging and employ active forms of learning including project based learning and interactive activities.
- **Focused:** Each 20-minute lesson focuses on new SEL skills directly aligned to the CASEL competencies, followed by two additional related extension activities.
- **Explicit:** Each lesson targets specific social and emotional skills and includes pre and post assessment aligned to lesson objectives.

Ori Learning has also added *Reflection*, an important tool for helping students make sense of new learning as it relates to them, by incorporating SEL journal prompts.



This SEL solution uses the 5E learning model, drawing on research suggesting there is an order of events that facilitates learning, known as a learning cycle. In 1962 educators J. Myron Atkin and Robert Karplus argued that effective learning cycles involve three key elements: exploration, term introduction, and concept application. These findings informed the 5E model.

The 5E model allows students to engage and explore content, helping them become interested in the subject, ask questions, and identify any misconceptions in their understanding. Once new ideas and vocabulary are introduced, students have the opportunity to share their ideas and experiences. Then they are able to apply their new learning to novel contexts and evaluate their understanding (Tanner, 2010).

Ori Learning takes the 5E learning cycle a step further by adding *Extend*, giving students additional opportunities to engage with their new learning. Each 20-minute core lesson has two additional extension activities to allow for further exploration of new SEL topics.

This Ori Learning SEL curriculum meets Level 4 evidence requirements in compliance with ESSA. Third-party research to determine efficacy and outcomes is in progress and will provide additional validity and evidence of compliance once completed.



The grade banded SEL curriculum serving secondary students who may have more diverse learning needs or who may be receiving Tier 3 supports is also informed by and directly aligns with the five CASEL core competencies. Additionally, it integrates research findings and best practices from:

- The *Social-Emotional Learning Toolkit* published by the **New Jersey Department of Education**
- The *Guide to Federal Education Programs that Can Fund Social-Emotional Learning* from the **Center for Health and Health Care in Schools**
- *Grit: The Power of Passion and Perseverance* by **Angela Duckworth**
- *Social-Emotional Learning Solutions* resource developed by the **American Institutes for Research**

## SOLUTIONS OVERVIEW

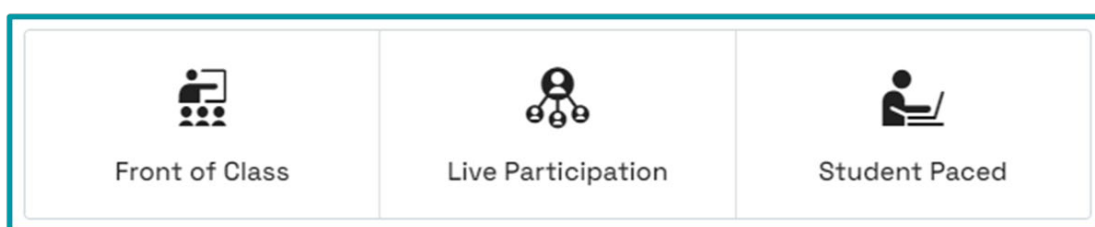
### Lesson Delivery & Flexibility

Ori Learning solutions have been designed to be flexible for the needs of our partner districts. While our lessons have a suggested scope and sequence and time, the



curriculum has been designed for flexibility. Districts may choose to teach the lessons in the format most aligned to their needs. Curriculum maps are available to assist educators with planning. The curriculum has been designed for ease of use by educators without any specific experience as well as to reduce planning time for lesson creation and instruction planning.

Multiple instructional delivery modes are included with the curriculum to support individualized instruction, teacher preference, engagement, and varied learning environments (whole group, small group, independent learning, and 1:1 instruction).




- **Front of Class:** the teacher leads instruction in a whole group or small group setting from one screen.
- **Student Paced:** students learn at their own pace from their own device. Ideal for remote, independent, or 1:1 learning.
- **Live participation:** educators guide students as they engage in an interactive experience on their own devices and with each other via classroom activities. Encourages increased engagement and dialogue.

## Engaging Activities

The curriculum content includes hundreds of videos and multimedia instructional slides to maximize student engagement. The video content is used to introduce new topics, engage students, and provide real-world scenarios that depict the importance of skills learned. The image-rich, text-based content is age appropriate, while being accessible and relevant.

Let's watch a short video about Olympic Gymnast Suni Lee. As you watch, think about her strengths on and off the gym floor.



Olympic dreams and a nightmare: Former MN gymnast paralyzed (2019)

Watch on YouTube

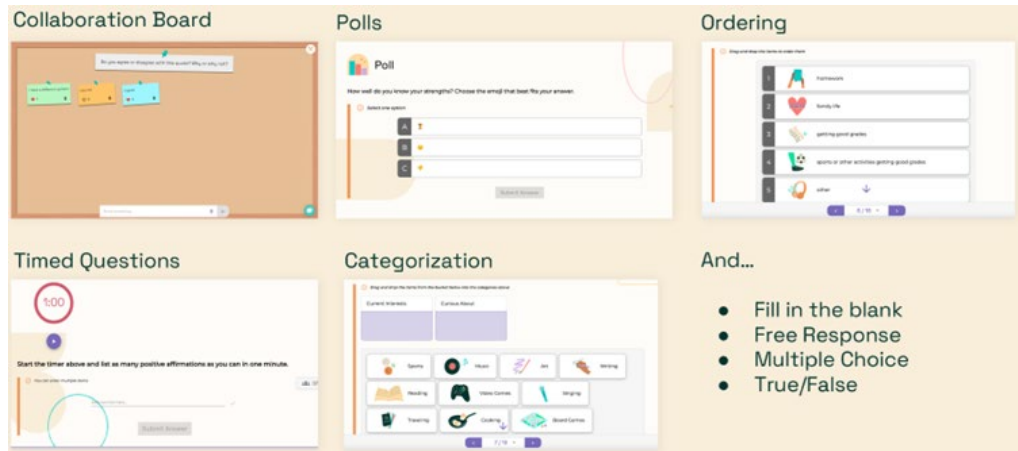
Suni Lee has overcome so much in her life to make it to where she is today.

What are some of Suni's biggest strengths?

Free Response

Question is subjective | Voice Recording | Word count limit: 300

Engagement is vital for learning and varies from student to student. The Ori Learning curriculum provides multiple options for engagement via many activity types.



## Completion Certificate

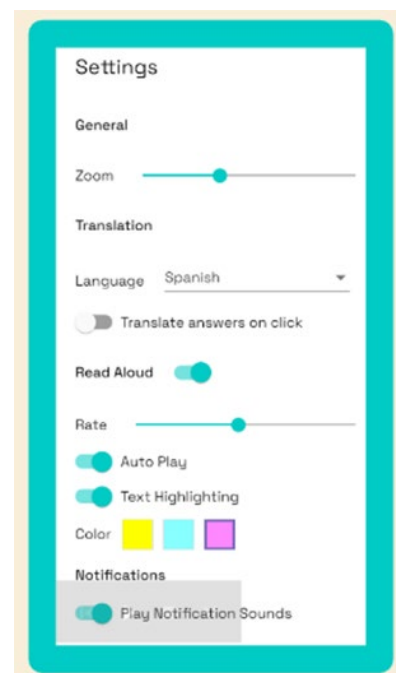
A course completion certificate template is provided with every course. Educators can use this certificate to recognize and reinforce students for their effort and growth. Students can include these as part of their resumes to demonstrate acquisition of new skills/credentials or in transition portfolios to share with potential employers.



## Accessibility

At Ori Learning we believe all students should have tools to help them participate in lessons effectively. Thus, we have integrated powerful tools and accommodations into the platform to support students with diverse learning needs:

- Content translation into 136 languages for English Language Learners.
- Text-to-Speech for students who may struggle with reading.
- Voice Recording and Speech to Text for students who may struggle with typing.
- Highlighting and a Zoom feature to provide visual support.
- Adjustable read aloud speed to support information processing.





## Ori Learning Transition Solution

The Ori Learning Transition Solution provides a comprehensive platform to support students ages 14+ with mild and mild/moderate disabilities as they prepare for successful school-to-life transition. The Transition Solution includes Core Curriculum, Social Emotional Wellbeing, and Financial Literacy. Our courses allow students to develop critical skills in employment readiness, emotional wellbeing, and financial skills. The platform delivers specially designed instruction to meet the needs of students while also offering flexibility to administrators and educators. Options are available for scheduling, delivery model, and teacher instructional preference. You can be confident all students can meaningfully engage with the interactive lessons and content, with the support of in-platform translation, built-in accommodations, and more.

The following courses are available within the Ori Learning Transition Solution:

Core Courses	
Identifying Personal Strengths	Cultivating Communication Skills
Interpersonal Skills	Exploring Career Options
Identifying and Overcoming Challenges	Developing Self-Determination
Building Self-Advocacy	Setting Personal Goals

SEL Courses for Secondary Students with More Diverse Learning Needs Receiving Tier 3 Supports (Total of 92 Lessons)				
Self-Awareness	Self-Management	Social Awareness	Relationship Skills	Responsible Decision Making
Identifying Emotions	Self-Discipline	Perspective	Communication	Decision Making 1
Recognizing Assets & Needs	Impulse Control	Expressing Concern for Others	Relationship Building	Decision Making 2
Self-Perception	Self-Motivation	Appreciating Diversity	Social Engagement	Assessing & evaluating
Self-Confidence	Goal Setting	Respect for Others	Teamwork	Ethical Responsibilities
	Organizational Skills			Responding to Peer Pressure
	Stress Management			



## Financial Literacy

22 lessons to develop positive financial habits, equipping students with 21st-Century skills related to money

### Companion Materials and Resources

All the lessons in the Ori Learning Transition Solution come with robust materials and resources educators can use to support instruction.

### Teacher Guide

The teacher guide, included with each course, provides educators with a scope and sequence overview to aid long-term planning.

Detailed lesson plans allow educators to establish goals for their students and connect learning objectives to IEP goals. Each lesson plan also includes alignment to Common Core State Standards (CCSS) and Texas Essential Knowledge and Skills (TEKS) standards, teaching steps, vocabulary, suggested differentiation strategies, and “connect to home” extension opportunities.

Educator reflection prompts provide opportunities for embedded professional development and scripted activities help minimize planning time. A separate answer key is also provided with each course.

Unit 1: Understanding Yourself

### Lesson 1: Special Education

CCSS:	TEKS
RI.9-10.7, SL.9-10.1, SL.9-10.2, W.9-10.10, R.9-10.4	110.31.(b)(9), 110.31.(b)(24)-(26), 110.31.(b)(12), 110.31.(b)(13)

**Objective:**  
What this lesson will achieve: Students will be able to identify the purpose of special education and will understand the key terms related to it.

**Goals:**  
You'll know this lesson is successful if students can:

- Identify the purpose of special education.
- Identify key terms and definitions related to special education.

**Key Ideas:**

- The Individuals with Disabilities Education Act (IDEA) protects students with disabilities.
- Special education is instruction that has been specially designed to meet the unique needs of a student that has a disability.
- There are 13 disabilities covered under the IDEA.

**Vocabulary:**  
Cultivate, disability, self-advocacy, special education

**Lesson 1 Steps:**

- Pre-teach** lesson vocabulary by having students work independently, in pairs, or as a group, to complete the vocabulary activity in the Student Workbook.
- Introduce** the content using Ori.
- Build background** by having students watch the What is Special Education? video in Ori.
- Informally** assess your students' understanding of special education terminology using the formative assessment in Ori.
- Apply** student learning by having students complete the Student Reflection Activity in the Student Workbook.
- Wrap Up** the lesson by having students review what they learned and then introduce them to the next lesson.

**Course Introduction**

- Have students complete the Pre-Course Assessment in Ori.
- Introduce course content to students by displaying it on a SMART Board or by having them work independently using the activities in Ori.

**Differentiation Strategies**

Encourage struggling readers to use the highlighted text or read-aloud functions.

Consider creating a word wall of special education terms in your classroom. This will help demystify and destigmatize the terms that your students need to know.

For an **Extend and Enrich** opportunity, use the optional activity titled Understanding the IDEA.

**Connect to Home**

\*Optional Connect to Home activities for this unit are multi-step exercises that have students identify the path that they have taken through special education. Together with their families, students will reflect on and evaluate the special education process as they plan for transition success. Full details can be found in the Student Workbook and the activities can be assigned at any time throughout this unit.

### Sample Lesson Plan from the Transition Solution

**Educator Reflection**

How can you model self-discipline for your students?



## Student Workbook

Each course includes a student workbook that provides opportunities for students to apply and reflect on their learning as they complete each unit. The workbooks are available as Google documents and PDFs, allowing their use as artifacts for any lessons being delivered related to student IEP goals. The documents are easily modifiable to meet the needs of students' individual learning needs. Activities can be printed or completed digitally through most content management system (CMS) and learning management system (LMS) platforms (e.g., Schoology, Canvas, Google Classroom, and Microsoft Teams).

The activities featured in the SEL student workbook are focused on partner work and collaboration, supporting development of the social and emotional skills being taught in the lessons.



**UNIT 3: SELF-MOTIVATION**

**LESSON 1: WHAT IS SELF-MOTIVATION?**

**DO NOW:**  
How would you rate your current level of self-motivation? Explain your response.

1 2 3

I really need to work on this. I do okay, but I could be better. I'm great at this.

**SEL WORD POWER!**

**EXTRINSIC...**

**INTRINSIC...**

Social Emotional Learning Curriculum 41

**UNIT 3: SELF-MOTIVATION**

**LESSON 1: WHAT IS SELF-MOTIVATION?**

**PARTNER POWER!**

Directions: Work with a partner to complete the comic strip below.

Comic strip panels showing characters discussing self-motivation.

Social Emotional Learning Curriculum 42



The Transition student workbook focuses on building knowledge and personalizing skills taught to the individual student. For example, students learn vocabulary related to their IEP before each annotating their IEP as part of a course to build self-advocacy. The workbook also includes “Connect to Home” activities as well as a glossary of terms.

Unit 1: Connect to Home Activity

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The Connect to Home activities for this course are multi-step exercises that have you identify the path that you have taken through special education. Together with your family, you will reflect on and evaluate the special education process by answering the following questions. Doing so will help you prepare for transition success. (Note: If you were a young child when you first entered special education, ask your family members for help!) Make sure to keep these questions handy for the Connect to Home activity in Unit 2.

**Step 1:** Think about the time when you were first identified for special education services. What was that like?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Step 2:** Do you remember the evaluation process that you went through? What kinds of tests did you take?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Step 3:** What was the first IEP meeting you attended like? Who was there?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Step 4:** What kind of placements (accommodations, services, or modifications) do you receive?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Step 5:** When is your next annual review? How will you prepare for this meeting?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Transition Glossary

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<b>A</b> Accommodation (Unit 1, Lesson 3) a learning support that the students may require to successfully access learning Assistance (Unit 3, Lesson 3) the act of helping someone, or the help that someone provides Attainable (Unit 2, Lesson 2) something you can achieve	<b>E</b> Evaluate (Unit 1, Lesson 4) assessing something, or assigning a value to something Identified (Unit 1, Lesson 2) to notice that someone might need special education services IEP (Unit 1, Lesson 3) stands for Individualized Education Program; a legal document that tells school exactly what services, accommodations, or modifications they must provide to students with disabilities at no charge Mentor (Unit 3, Lesson 1) people who advise you about job-related issues Modification (Unit 1, Lesson 3) changes in what someone is expected to learn and demonstrate Motivation (Unit 2, Lesson 3) a person's desire or willingness to do something Natural supports (Unit 3, Lesson 1) sometimes also called personal supports; friends, family, coworkers, teachers, and other people in the community who we can turn to or count on when we need help Non-profit (Unit 3, Lesson 2) organizations that are in the business of helping people and not focused on making money or profits Empower (Unit 1, Lesson 4) to make one feel stronger and more confident	<b>P</b> Post-secondary (Unit 2, Lesson 2) what happens after you graduate from high school Referral (Unit 1, Lesson 2) to direct someone to special education services Self-advocacy (Unit 1, Lesson 1) the ability to speak up for your needs Self-confidence (Unit 2, Lesson 4) believing in your abilities and strengths Self-determination (Unit 2, Lesson 3) the process by which a person controls their own life Self-efficacy (Unit 2, Lesson 3) your belief in your ability to succeed Self-esteem (Unit 2, Lesson 4) the way you think about yourself Services (Unit 1, Lesson 3) provides extra help and support in areas identified on your IEP Special education (Unit 1, Lesson 1) specially-designed instruction, at no cost to parents, to meet the unique needs of a child with a disability Transition services (Unit 2, Lesson 2) preparations required under IDEA that help students with disabilities prepare for life after graduation from high school
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## Ori Learning SEL Solution

The Ori Learning SEL Solution is evidenced-based and CASEL-aligned. The curriculum covers five core domains: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, and Responsible Decision Making.

The SEL Solution includes a grade levelled curriculum serving secondary students (grades 6-12) receiving Tier 1 or Tier 2 supports. This curriculum includes 25 lessons per grade/175 lessons in total. This can be paired with the SEL curriculum described as part of the Transition Solution providing 92 additional lessons to serve students with more diverse learning needs or who may be receiving Tier 3 supports.





Each lesson has 60 minutes of content that is divided into a core lesson and two extension activities.

### Outcomes



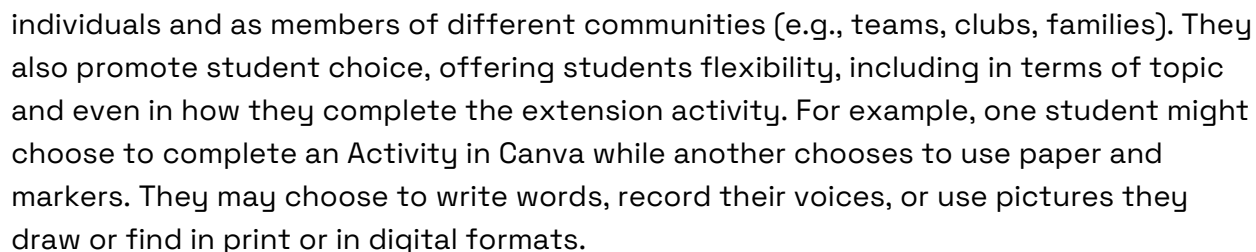
### Curriculum Content


The following units are available within the Ori Learning SEL Solution:

Self-Awareness	Self-Management	Social Awareness	Relationship Skills	Responsible Decision Making
My Identity	Managing My Emotions	Understanding Perspective	Why Relationships Matter	Making Decisions
My Outlook	Handling Stress	Empathy	Building Relationships	Peer Pressure
Knowing My Strengths	Prioritizing My Time	Compassion	Healthy vs. Unhealthy Relationships	Anticipating Outcomes
Growth Mindset	Building Habits	Respecting Others	When Relationships End	Problem Solving
Self-Awareness	Self-Management	Social Awareness	Relationship Skills	Responsible Decision-Making

*Grades 6-12 Curriculum (students receiving Tier 1 or 2 supports)*

The two extension activities included with each lesson are designed to personalize the learning and guide students in reflecting on how what they learn relates to them as





**Create a playlist of songs that reflects who you are. Use the following prompts to create your playlist:**

Track 1: Choose a song that reflects your interests

Track 2: Choose a song by an artist whose character you look up to

Track 3: Choose a song that has the title of a value you hold

Track 4: Choose a song that motivates you to reach your aspirations

Track 5: Choose a song that you could listen to over and over again

**After you create your playlist answer the following questions about each song.**


**Free Response**

1. How does track 1 reflect your interests? Are there any lyrics that stand out to you? Are you a fan of this type of music? Explain why you chose this song.
2. Who sings the song in Track 2? Why do you look up to this artist? How would you describe their character?
3. What's the title of Track 3? Why is this value important to you?
4. How does Track 4 motivate you? What about the song inspires you? The beat? The lyrics?
5. What song can you listen to over and over again? Why do you like it? Which part of your identity resonates with you?

# Lesson 5: Self-Management

## End-of-Unit Projects

Published by

A circular inset image shows a young woman with dark hair, wearing a striped shirt, smiling while sitting at a desk. She is using a laptop and has a pen in her hand, ready to write on a notepad. The background of the image is a soft-focus indoor setting with a lamp and some plants. The entire slide is decorated with large, overlapping yellow and orange circles and small starburst graphics.

14



## Companion Materials and Resources

All the lessons in the Ori Learning SEL Solution come with robust materials and resources educators can use to support instruction.

### Teacher Guide

The teacher guide, included with each course, provides educators with a scope and sequence overview to aid long-term planning.

Detailed lesson plans allow educators to establish goals for their students and minimize planning time required for instruction. Each lesson plan also includes alignment to the Common Core State Standards for ELA and teaching steps to deliver the lessons effectively. Family Connect Letters are included to share with parents, caregivers, and families to extend learning at home.



#### Lesson Guide: Live Participation HS Unit 1: Lesson 1

##### My Identity: Understanding Who I Am

###### Objectives:

- Identify important aspects of personal identity
- Understand that personal identities can grow and change
- Recognize how identity can affect decision-making

###### Vocabulary:

**Personal Identity:** How a person defines themselves.

###### Lesson Notes:

- Keep students engaged during lesson by:
- Having students discuss questions with a partner
  - Keeping notes in a notebook

###### Teaching Tip:

Build trust with students by asking for volunteers to share responses instead of calling on students at random.

##### Engage

- Slide 1:** Introduce lesson topic. Ask students what they already know about personal identity.  
**Slide 2:** Review lesson purpose and objectives.  
**Slide 3:** Students take pre-test.  
**Slide 4:** Poll students to gauge how well they know themselves.

##### Explore

- Slide 5:** Play video. Ask students, "What did you learn about the student by watching the video?"  
**Slide 6:** Review vocabulary. Click each tab to review the attributes that make up personal identity.  
**Slide 7:** Prompt students to answer the collaboration question, "Think back to your middle school self. How have you changed since starting high school?" Invite volunteers to share ways they have changed.

##### Explain

- Slide 8:** Review character. Then, have students choose a word to complete each statement about their character.  
**Slide 9:** Review interests. Then, have students identify interests by sorting

1



#### Lesson Guide: Live Participation HS Unit 1: Lesson 1

##### My Identity: Understanding Who I Am

words into the appropriate category. Invite volunteers to share their interests.  
**Slide 10:** Review Values. Prompt students to list their top 3 values and share why those values are important with a partner. Invite volunteers to share their values.  
**Slide 11:** Review aspirations. Play video. Prompt students to create a list of future aspirations. Invite volunteers to share their aspirations with the class. Build rapport by sharing your aspirations as well.

##### Elaborate

**Slide 12:** Read each text message. Prompt students to work with a partner to decide which response matches which aspect of identity. Give students time to answer the final prompt independently, inviting volunteers to share how they would respond.

##### Evaluate

- Slide 13:** Students take post-test.  
**Slide 14:** Review summary. Prompt students to answer the questions to reflect on their personal identities.

##### Extension 1: Create a Playlist

**Slide 1:** Students create a playlist that reflects their personal identity. Prompt students to answer the questions about each song.

**Slide 2:** Prompt students to choose one song from their playlist that best represents who they are and explain why.

**Optional:** Invite students to share their favorite songs and compile into a class playlist.

##### Extension 2: Letter to Your Past Self

**Slide 1:** Play video. Prompt students to answer the collaboration question, "What's more important- being popular or being true to who you are?" Invite volunteers to share their answers and explain their reasoning.

**Slide 2:** Give students time to write a letter to their middle school selves. Remind students to include what they've learned about character, values, interests, and aspirations. Invite volunteers to read their letters.

2

## Student Workbook

The curriculum supporting students with additional diverse learning needs includes a student workbook that provides opportunities to apply and reflect on learning as each unit is completed. The workbooks are available as Google documents and PDFs, allowing their use as artifacts for any lessons being delivered related to student IEP goals. The documents are easily modifiable to meet the needs of students' individual learning



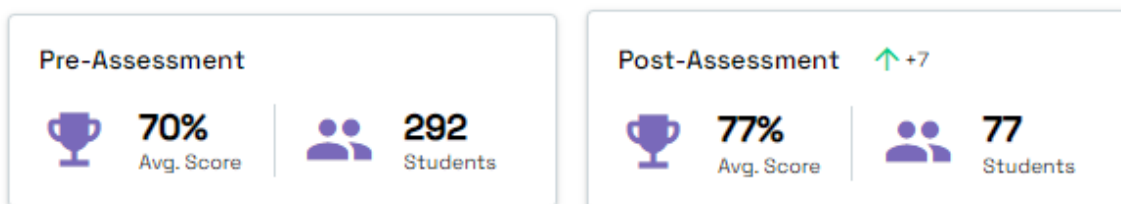
needs. Activities can be printed or completed digitally through most content management system (CMS) and learning management system (LMS) platforms (e.g., Schoology, Canvas, Google Classroom, and Microsoft Teams).

Activities are focused on partner work and collaboration, supporting development of the social and emotional skills being taught in the lessons.

## Assessments

Ori Learning solutions offer formative and summative assessments that educators can use to inform and individualize their instruction.

Each course includes a pre- and post-course assessment and end of unit assessments are available as well. Pre-assessments can be used to determine areas of need, support development of targeted IEP goals, and/or provide a baseline or starting point to instruction. Post-assessments indicate progress towards mastery of the content and/or related IEP goals, allow administrators to view progress outcomes at the student and district levels, and inform educators if reteaching or additional support is required. The assessments can be re-assigned as needed and are automatically graded, with results recorded to a digital gradebook, with the capability to export to Excel.



Formative assessments within the curriculum support evaluation of whether students are grasping lesson concepts. These are presented in the form of learning activities which can be presented using any of Ori Learning's three flexible delivery modes. Question types within these learning activities include free response (short answer and paragraph questions which may be typed, voice recorded, and/or entered using speech to text), multiple choice, categorization, matching, ordering, true/false, and fill in the blank.

**The Power of Being Yourself**

Knowing who you are is important for being the kind of person you want to be. Knowing your character, interests, values, and aspirations can help you make decisions and prioritize your time.

Read the messages below and choose whether the person made a decision based on their character, interests, values, or aspirations:

First Message: [Text input field]

The decision on the first message was made based on **interests** (Score: 0%)

**X Incorrect**

Second Message: [Text input field]

The decision on the second message was made based on **values** (Score: 100%)

**✓ Correct!**



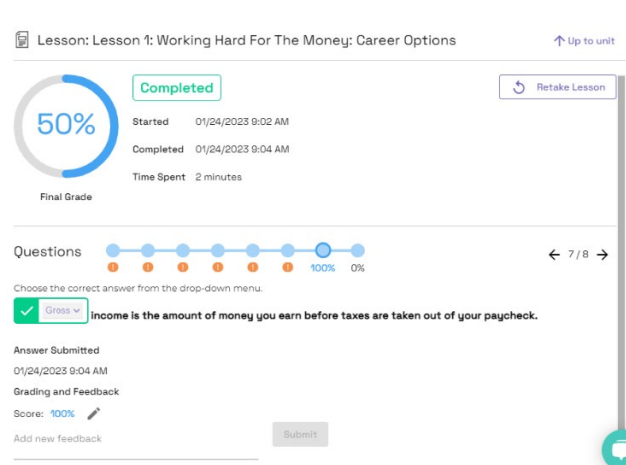
All answers can be viewed by the educator after the activity is completed. Objective questions can be graded by the platform upon submission, as shown at right, while subjective answers will create an alert to the teacher so they can grade them if needed. Feedback can be added and returned to the student.

**13. What tools does your software give educators and other stakeholders to track a student's progress, identify difficulties, and analyze results? Please give a description of your product's capabilities and a sample of the reports that your solution can produce.**

The data reporting tools embedded in the Ori Learning platform allow educators and administrators to track and report student progress efficiently to support data-based decision making and compliance.

### Data for Educators

Educators have access to lesson data for individual students, providing the opportunity to review completion rates and responses to questions and activities as well as grade a specific activity and provide direct feedback to the student regarding the activity or assignment.



Educators also have access to a gradebook that enables a classroom or all student view of grades, scores, and progress which can be exported to an Excel document as needed.



Activity Sessions Courses Students ELA - A + New Assignment Catalog

← Identifying Personal Strengths

My Courses > Identifying Personal Strengths

Course Material Progress Sessions Activity

Export to Excel Edit Assignments Approve Checkpoints Hidden Not Started In Progress Complete

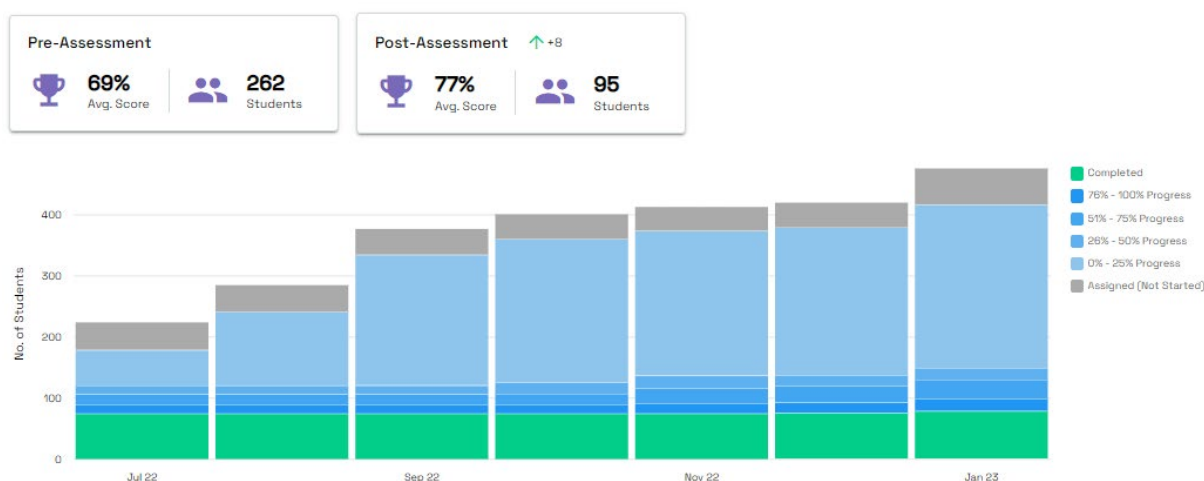
Student	Course Grade	Pre-Course Assessment	Lesson 1: What are Strengths? What are Needs?	Lesson 2: Understanding Assessment Results	Lesson 3: Character Strengths, Part 1	Lesson 4: Character Strengths, Part 2	Lesson 5: Character Strengths, Part 3	End of Unit 1 Assessment	Lesson 1: Paragraph Writing
<input type="checkbox"/> Cole									
<input type="checkbox"/> Alicia		52%	8%		25%		0%		
<input type="checkbox"/> Liam	94%	73%	91%	89%	86%	86%	86%	94%	89%
<input type="checkbox"/> Alex	86%	100%	0%	0%	0%	78%	75%	98%	

Example of educator gradebook

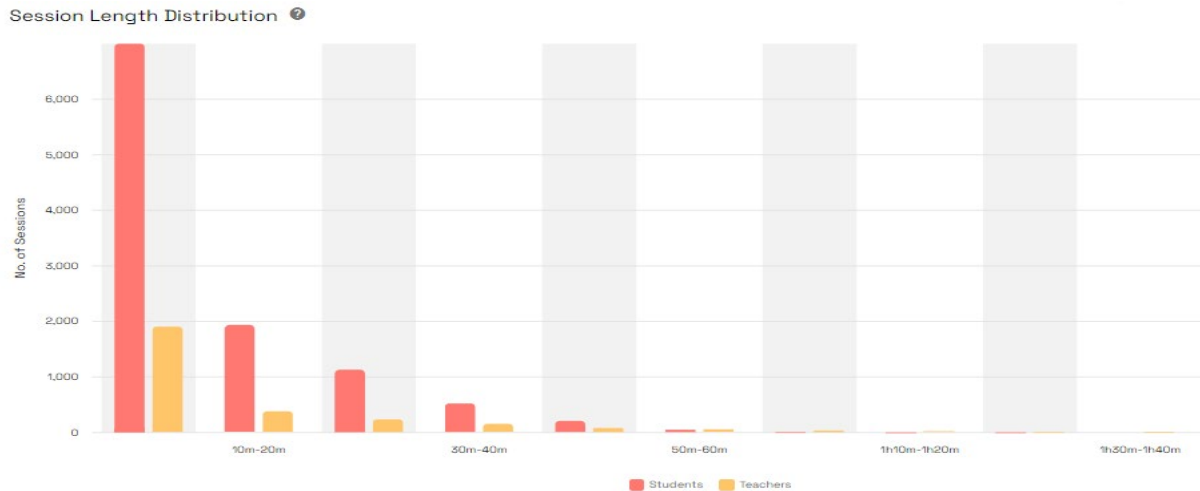
All data for an individual student is captured in a Course Progress Report that shows assessment scores, grades if given, and progress towards lesson and course completion. The report can be downloaded in PDF format and shared via email or print, allowing educators to share data with colleagues and parents, including at IEP meetings and as evidence of compliance, efficiently.

## Data for Administrators

In addition to the individual student data, administrators have their own dashboard that provides high level reports to monitor engagement and outcomes. Data is available on license utilization, course progress, pre/post assessments, time spent in app, and educator and student engagement. All data may be disaggregated by school, classroom, and course, among others.



Example of progress data (over 6 months) regarding Identifying Personal Strengths



*Example of distribution for average time spent active per session for teachers and students*

**14. Provide any studies or proven test cases that demonstrate how well your software achieves the goal of improving outcomes for special education students.**

The Ori Learning SEL curriculum for Grades 6-12 meets Level 4 evidence requirements in compliance with ESSA. Third-party research to determine efficacy and outcomes is in progress and will provide additional validity and evidence of compliance once completed.



**15. Describe any integrations your software can provide with other platforms such as learning platforms, student management systems, etc.**

Ori Learning solutions are offered via a cloud-based platform that is device agnostic (desktop, laptop, tablet, smart device) and operates with an up-to-date browser (Chrome, Firefox, Edge, Safari).

We offer Single Sign On (SSO) capabilities via Google, Microsoft, Clever, and ClassLink and rostering via manual file transfer, Clever, or ClassLink. Ori Learning can provide additional technology and IT details and information upon request.

**16. Describe the type of data your software collects and what security is in place to ensure that sensitive data is adequately protected and access to that data is tracked and controlled. Show how your company is compliant with COPPA, FERPA, and HIPAA, or explain why these standards do not apply to your software.**

Ori Learning will only establish student accounts as directed by the district and educators. Ori Learning relies on districts/educators to obtain the necessary and appropriate consent for students' use of or access to the Ori Learning platform. Ori



Learning collects personally identifiable information (PII) about students using the Ori Learning Platform only when an Educator has contracted with the company to collect PII. The Educator agrees that it has received any consent required in order to provide us with such PII.

Further details are available in our Privacy Policy, available using the following link or QR code: <https://orilearning.com/privacy-policy/>



The Ori Learning Platform requires that all users create a username and password, which is used to validate sign-in requests, and provide certain PII such as name, email, or other information if necessary, depending on the needs of the Educator. Because passwords are hashed, the actual plain-text password is completely unknown to the company and remains with the user.

Ori Learning also may collect certain non-personally identifiable information (i.e. generic information that does not identify you personally) when you visit any of our web pages such as the type of browser you are using, the type of operating system you are using, and the domain name of your Internet service provider. Ori Learning may do so using certain third-party services to help us understand certain activities which happen on the Ori Learning Platform, so that we can improve the quality of our service. An example of such activities is services that allow us to analyze our usage data. These services require access to non-personal information, solely for the purpose of improving service.

The Company does not and will not sell, share, rent or trade your PII with any third parties other than as expressly disclosed in our Privacy Policy and consented to by you. Ori Learning collects and analyzes data on how the Site is used in the aggregate (how groups of people use the Ori Platform) for the purpose of improving and enhancing its service. The Company does not analyze information on how particular individuals use the Platform as part of general reporting procedures or in the usual course of business.

The information collected by Ori Learning is as follows: IP address, meta-data related to user interaction with the platform, student responses to built-in questions, student school enrollment, school associated with each teacher as provided by the customer, grade level, teacher names, app assigned student ID and teacher ID, student and teacher usernames and passwords for Ori Learning, student email addresses, teacher email addresses, student name, and student performance on Ori Learning lessons.



Ori Learning solutions do not require students to disclose personal health information during the signup process and such data is not collected through the use of the tool. Thus, HIPAA compliance is not applicable.

## Customer Training and Support

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

Led by our Chief Operating Officer, the Director of Customer Success oversees all partner supports, leading a team of Customer Success Managers who provide ongoing and high-quality support and collaboration to maximize your implementation experience as well as desired outcomes.



Customer Success personnel carry advanced degrees in education, education leadership, curriculum and instruction, and behavior analysis and may also hold board certifications or licensures in their area of expertise. Each member of the team has significant experience within educational settings either as educators or as a member of their school or district leadership/support team as well as providing effective supports and professional development.

Professional Development personnel participate in ongoing professional learning including current evidenced based practices in education. They also stay up to date on local, state, and national trends and initiatives as well as advancements in the field of change management, learning theory, and professional development.



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

The Ori Learning Customer Success Team understands learning is dynamic, which is why we partner with you to develop implementation plans tailored to the unique circumstances and goals of your district. Through collaborative partnership, Ori Learning works with you to support the change management necessary for successful implementation to support educators in providing students with skills essential to their success in school and beyond.

Designed for maximum flexibility, Ori Learning solutions seamlessly integrate into districts and their classrooms to meet strategic goals and initiatives and respond to educators and their students. Many different implementation models have been adopted by districts, and the Ori Learning Customer Success Team works closely with your leadership to design a successful strategy for implementation aligned to your needs, initiatives, and current frameworks.

Once contracts are finalized, your dedicated Customer Success Team is ready to begin, facilitating a strategy and kick-off meeting with leadership to build the implementation plan and address any technology/data integration needs concurrently. Implementation planning will identify (but is not limited to):

- Long-term goal(s) and short-term benchmarks or objectives to drive the implementation direction.
- Strategies for building stakeholder awareness and ongoing communication.
- Data integration and account set-up needs.
- Key implementation leads district-wide who will be responsible for day-to-day implementation.
- Professional development needs for all instructional, implementation, and support staff (initial and ongoing).
- Approaches to analysis and evaluation of implementation.

Once the plan is complete, the Ori Learning team will ensure regular follow ups to review progress data and make data-based decisions regarding any implementation updates or changes to the plan to ensure ongoing fidelity.

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

Each of our partner districts has a dedicated Customer Success team assigned to provide support and training throughout the length of the partnership. The



Implementation Specialist works alongside your dedicated Customer Success Manager to complete any data integration and initial account set up needs or supports. This team also provides ongoing customer service for general inquiries. Live chat and live phone support is available between 9.00am-6.00pm EST and after business hours we offer email support with a response time within one business day.

Implementation planning, reviews, capacity building sessions, and virtual professional development will be ongoing throughout the length of the contract, offering a tailored approach to meet the schedules and needs of your district.

Virtual Professional Development may be provided via on-demand, independent learning tutorials and guides and/or live virtual training with your Customer Success Manager. During the latter, participants are trained in all initial functionality such as platform navigation, curriculum and content, presentation modes, progress tracking, and monitoring. Additional sessions during the partnership may be scheduled as needed to dive deeper into more advanced features and/or support the implementation leads to build their capacity to oversee implementation.

## **20. What is the guaranteed uptime for your software solution?**

The Ori Learning platform will be available 99.95% of the time calculated on a monthly basis, except for scheduled maintenance and other exclusions noted below. The Azure Cloud Service monitoring infrastructure will solely determine the measured availability of the Service delivered to the Client. Availability is defined as the platform (Teacher and Student Portals) being reachable via the supported browsers.

### **SLA Exclusions:**

- Scheduled or emergency maintenance or upgrades where the client has been notified by Ori Learning Support in advance of the maintenance or upgrade.
- Factors outside of Ori Learning reasonable control including force majeure events and internet issues beyond Ori Learning demarcation point.
- Service outages or degradation on hosting provider end which are beyond Ori Learning reasonable control.
- Downtime caused by Client provided hardware, software, or applications.
- Domain Name System (DNS) issues outside the direct control of Ori Learning.
- Service outage or degradation attributable to the acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to Company's Service by means of Client.



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

Cloud Availability Per Month	Amount of Credit*
>= 99.95%	None
99.9-99.94%	1 day Prorated Annual Recurring Revenue
<99.9%	3 days Prorated Annual Recurring Revenue

*\*Prorated Monthly Recurring Revenue of affected service only is eligible for credit.*

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

Live chat and live phone support is available between 9.00am-6.00pm EST and after business hours we offer email support with a response time within one business day.

**Qualifications and Experience**

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

*Executive Contact*

Contact Person: Jonathan Izak  
Title: Founder and CEO  
Phone: 646-278-9959  
Email: [jon@orilearning.com](mailto:jon@orilearning.com)

*Account Manager / Sales Lead*

Contact Person: Roger Jones  
Title: Account Executive  
Phone: 646-278-9959  
Email: [roger@orilearning.com](mailto:roger@orilearning.com)

*Billing & Reporting/Accounts Payable*

Contact Person: Elizabeth Bruce  
Title: Administrative Services Manager  
Phone: 646-278-9959  
Email: [elizabeth@orilearning.com](mailto:elizabeth@orilearning.com)

*Marketing*

Contact Person: Roger Jones



Title: Account Executive  
Phone: 646-278-9959  
Email: roger@orilearning.com

**24. Provide a minimum of three (3) K-12 education customer references for products and/or services of similar scope dating within the past 3 years. Higher Education references are also acceptable, but not preferred.**

Entity Name: Frisco Independent School District  
Contact Name and Title: Pricilla Ramos, District Transition Specialist  
City and State: Frisco, TX  
Phone Number and Email: 469-633-6005 x56932; [ramosp@friscoisd.org](mailto:ramosp@friscoisd.org)  
Years Serviced: 1 year  
Description of Services: Ori Learning curriculum is used across the district in life skills and special education classrooms.  
Annual Volume: Less than \$10,000

Entity Name: Liberty Union High School District  
Contact Name and Title: Karen Cortez, Director of Special Needs  
City and State: Brentwood, CA  
Phone Number and Email: (925) 634-2166; [cortezk@luhsd.net](mailto:cortezk@luhsd.net)  
Years Serviced: 3 years  
Description of Services: Beginning as a Pilot for the 2019-2020 school year, Liberty Union High School District uses Ori Learning's Transition, SEL for Transition, and SEL for Grades 6-8 and Grades 9-12 Solutions.  
Annual Volume: \$10,000-\$20,000

Entity Name: Northwest Education Services  
Contact Name and Title: Nicole Sheehan, Special Education Curriculum Assistant  
City and State: Traverse City, MI  
Phone Number and Email: 231.922.6229; [nsheehan@northwested.org](mailto:nsheehan@northwested.org)  
Years Serviced: 2 years  
Description of Services: Northwest Education Services utilizes the Ori Learning SEL Curriculum for Transition.  
Annual Volume: \$10,000-\$20,000



**25. List all cooperative and/or government group purchasing organizations of which your company is currently a member below. For each cooperative, list your contract number.**

Allied States Cooperative/ESC Region 19

23-7458 Classroom Curriculum, Supplies, Equipment and Related (Supplemental)

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

Ori Learning was just awarded the contract presently active with Allied States Cooperative/Region 19 on April 20, 2023.

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

Not applicable

28. Felony Conviction Notice – Please check applicable box:

☐ A publicly held corporation; therefore, this reporting requirement is not applicable

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

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

## EASE OF USE

**29. Please provide log-in information for a sample account for the evaluation team to use to evaluate the ease of use of your proposed solution and/or a link to a video demonstrating your product's ease-of-use. Video submissions may not be longer than 10 minutes long.**

## DEMO ACCESS

### Transition Solution (Core Curriculum, SEL, & Financial Literacy)

Teacher:

Log in by selecting teacher or admin login at: [app.orilearning.com](https://app.orilearning.com)



Username	Password	Class 1
DemoTeacherTransitionSEL	Demo1234	Ori Learning - Demo (Transition & SEL)

#### Students:

Log in by selecting student login at: [app.orilearning.com](https://app.orilearning.com)

Username	Password	Class 1
DemoStudentTransitionSEL2	Demo1234	Ori Learning - Demo (Transition & SEL)
DemoStudentTransitionSEL3	Demo1234	Ori Learning - Demo (Transition & SEL)

### SEL for Grades 6-8 and Grades 9-12 (Year 1)

#### Teacher:

Log in by selecting teacher or admin login at: [app.orilearning.com](https://app.orilearning.com)

Username	Password	Class 1
DemoTeacherGenSEL	Demo1234	Ori Learning - Demo (General SEL)

#### Students:

Log in by selecting student login at: [app.orilearning.com](https://app.orilearning.com)

Username	Password	Class 1
DemoStudentGenSEL2	Demo1234	Ori Learning - Demo (General SEL)
DemoStudentGenSEL3	Demo1234	Ori Learning - Demo (General SEL)

**\*\*Note\*\*** The administrator portal can be located by selecting admin login or by selecting the name icon in the top right corner of the teacher account. **\*\***

For additional help/support, visit our self-help center

<https://support.orilearning.com/knowledge>



## VIDEO

A brief overview of the Ori Learning platform is accessible using this link or QR code:

<https://vimeo.com/727846587>



## Value Add

**Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies. Please note, only products and services that are priced in Attachment A will be considered for inclusion in this contract.**

Dedicated customer success personnel, virtual functionality training/professional development, success planning, ongoing efficacy reviews with leadership, and virtual capacity building with district implementation leads are complimentary.


Virtual Group Learning Sessions/PLCs for implementation and application on targeted topics are also available as is onsite training if preferred by the district.

## CONTRACT SIGNATURE FORM

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

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

Prices are guaranteed: **120 days**

Company name	SpecialNeedsWare, Inc. (DBA Ori Learning)
Address	PO Box 180 (Mailing Address)
City/State/Zip	Nutley, NJ 07110
Telephone No.	646-278-9959
Email address	rfp@orilearning.com
Printed name	Jonathan Izak
Position with company	Founder and CEO
Authorized signature	

Term of contract August 1, 2023 to July 31, 2024

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



Region 10 ESC Authorized Agent

6/14/23

Date

Jim Newhouse

Print Name

EdTech Exchange Contract Number ET231003

**Appendix D: ADDITIONAL REQUIRED DOCUMENTS**

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

**GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

- DOC #11 General Terms & Conditions and Acceptance Form

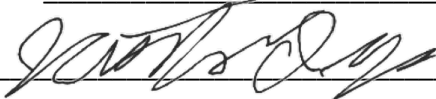
**DOC #1 CLEAN AIR AND WATER ACT**

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

Potential Vendor: SpecialNeedsWare, Inc. (DBA Ori Learning)

Title of Authorized Representative: Founder and CEO

Mailing Address: PO Box 180, Nutley, NJ 07110

Signature: 

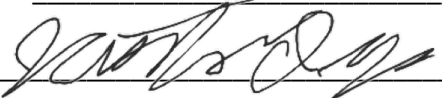
## DOC #2 DEBARMENT NOTICE

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

Potential Vendor: SpecialNeedsWare, Inc. (DBA Ori Learning)

Title of Authorized Representative: Founder and CEO

Mailing Address: PO Box 180, Nutley, NJ 07110

Signature: 

### DOC #3 LOBBYING CERTIFICATION

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

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

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

  
Signature of Respondent

May 3, 2023  
Date

## DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

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

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

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

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

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

---

### Fingerprint & Criminal Background Checks

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

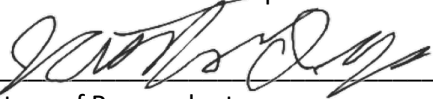
The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

---

### Business Operations in Sudan, Iran

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

  
\_\_\_\_\_  
Signature of Respondent

May 3, 2023

\_\_\_\_\_  
Date

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

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

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

**VENDOR** SpecialNeedsWare, Inc. (DBA Ori Learning)

**ADDRESS** PO Box 180, Nutley, NJ 07110

**PHONE** 646-278-9959

**FAX** 646-829-9691

**RESPONDANT**

Elizabeth R. Bruce  
Signature

Elizabeth R. Bruce  
Printed Name

Administrative Services Manager  
Position with Company

**AUTHORIZING OFFICIAL**

Jonathan Izak  
Signature

Jonathan Izak, Founder and CEO  
Printed Name

Founder and CEO  
Position with Company

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

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

Ori Learning  
Nutley, NJ United States

**Certificate Number:**  
2023-1016347

**Date Filed:**  
05/04/2023

**Date Acknowledged:**

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

Region 10 ESC

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

2023-10  
Special Education Software

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

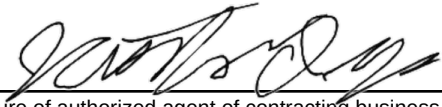
**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is Jonathan Izak, and my date of birth is 11/4/1987.

My address is 66 Summit Ave., Chatham, NJ, 07928, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Morris County, State of NJ, on the 4 day of May, 20 23.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**DOC #7 BOYCOTT CERTIFICATION**

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

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

**DOC #8 TERRORIST STATE CERTIFICATION**

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

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

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

**DOC #10 RESIDENT CERTIFICATION:**

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

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

Texas or Non-Texas Resident

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

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

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

SpecialNeedsWare, Inc. (DBA Ori Learning) 66 Summit Avenue

Company Name

Address

Chatham

NJ

07928

City

State

Zip

## DOC #11 FEDERAL FUNDS CERTIFICATION FORM

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

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

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

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

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

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

Does vendor agree? JI  
(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? JI  
(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

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

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

Does vendor agree? JI

(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

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

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? JI

(Initials of Authorized Representative)

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

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? JI

(Initials of Authorized Representative)

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

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? JI  
(Initials of Authorized Representative)

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

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

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

Does vendor agree? JI  
(Initials of Authorized Representative)

#### **8. Debarment and Suspension:**

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

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

Does vendor agree? JI  
(Initials of Authorized Representative)

#### **9. Byrd Anti-Lobbying Amendment:**

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

Does vendor agree? JI  
(Initials of Authorized Representative)

#### 10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? JI  
(Initials of Authorized Representative)

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

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

Does vendor agree? JI  
(Initials of Authorized Representative)

#### 12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? JI  
(Initials of Authorized Representative)

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

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

Does vendor agree? JI  
(Initials of Authorized Representative)

**14. General Compliance and Cooperation with Participating Agencies:**

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

Does vendor agree? JI

(Initials of Authorized Representative)

**15. 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? JI

(Initials of Authorized Representative)

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

SpecialNeedsWare, Inc. (DBA Ori Learning)

Company Name



Signature of Authorized Company Official

Jonathan Izak

Printed Name

Founder and CEO

Title

May 3, 2023

Date

## DOC #12 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

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

## ATTACHMENT B: EDCURATION MARKETING FORM

Region 10 ESC has partnered with EdCuration, a marketplace for connecting education software companies with educators to help foster collaborative solutions to today's education challenges. EdCuration will assist Region 10 ESC in marketing EdTech Exchange contracts to members in Texas and across the nation.

To that end, awarded vendors will receive a vendor page on EdCuration's website which will advertise the awarded vendor's products and services, a digital badge, showing that the vendor has an awarded Region 10 ESC contract purchasing vehicle, host the contract due diligence provided by Region 10 ESC that EdTech Exchange members will need to verify the procurement process, and provide the ability for members to purchase the awarded vendor's products directly through the EdCuration website or easily request a quote from the vendor depending on the complexity of the awarded vendor's pricing.

Please state your company's agreement to work with EdCuration to provide your logo, company and product information, and to designate a sales lead for this contract who can handle leads and sales made through the EdCuration website, in order to most easily facilitate sales to Region 10 and beyond:

☒ We Agree to manage our product page on [EdCuration.com](https://www.edcuration.com).

☐ We would like to discuss listing requirements with EdCuration.