

EdTech Exchange Contract Information Sheet

Contract Information

Awarded Vendor:	UTJ Holdco, Inc. DBA Teaching Strategies, LLC
Contract Number:	ET230905
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 2023-09
RFP Title:	Early Childhood Software
Dates Advertised:	April 13 & 20, 2023
# of Vendors that Requested RFP:	53
Questions Due:	May 3, 2023
Public Bid Opening Date and Time:	May 11, 2023, 2:00 pm CT #
of Responses Submitted:	13
Number of Awarded Vendors:	5
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, or 972-348-1184.



Teaching Strategies, LLC
is pleased to present the
Teaching Strategies Early Learning Ecosystem
Featuring The Creative Curriculum®, GOLD®, ReadyRosie®, and Professional Development
Memberships
to the
Region 10 Education Service Center
in response to
RFP #2023-09 – Early Childhood Software

Teaching Strategies, LLC
4500 East-West Highway, #300
Bethesda, Maryland 20814
301-634-0818

Proposals Due: May 11, 2023

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).)

5/4/2023

Date



General Counsel

Authorized Signature & Title

Appendix A: QUESTIONNAIRE

COMPANY PROFILE

Vendors may respond on separate pages if desired. Region 10 ESC requests that vendors keep the total proposal length (including the RFP pages)

1. What is your company's official registered name?
UTJ Holdco, Inc. DBA Teaching Strategies, LLC
2. Provide the main contact for questions and notifications regarding this RFP, including name, title, direct phone line, and email. Please note: notification of proposal results will be sent to this contact.
Sayra Hughes, Director of RFPs / 301-974-7703 / sayra.h@teachingstrategies.com
3. What is/are your corporate office location(s)?
Bethesda, Maryland
4. Please provide a brief history of your company, including the year it was established.
Please see attached.
5. What are your total annual sales for last three (3) years?
\$321 million
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.
Teaching Strategies has a federally approved affirmative action plan.
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, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response. Please provide any diversity certifications your company holds and list the certifying entity.
Teaching Strategies does not hold any diversity certifications.

Pricing

Vendor's response to Attachment A – Pricing will be the primary content used to score 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.
Payment is due within 30 days of service/product delivery.

Alignment to Region 10 Mission

11. Describe your software solution and how it is geared toward early childhood education. Please give a general overview of your software's functionality and features.
Please see attached.
12. What tools does your software give educators and other stakeholders to track a student's progress, identify difficulties, and analyze results?
Please see attached.

13. Provide any studies or proven test cases that demonstrate how well your software achieves the goal of improving outcomes for early childhood students.
Please see attached.
14. Describe any integrations your software can provide with other platforms such as learning platforms, student management systems, etc.
Please see attached.
15. 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.
Please see attached.

Customer Training and Support

16. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
Please see attached.
17. Describe your company's implementation process for training customers on your solution.
Please see attached.
18. Describe how your company provides ongoing support and training to customers for your solution.
Please see attached.
19. What is the guaranteed uptime for your software solution?
Please see attached.
20. What compensation is available to customers in your SLA if uptimes are not met?
Please see attached.
21. Provide the time windows and levels of service for both normal and emergency support provided in your SLA.
Please see attached.

Qualifications and Experience

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

Executive Contact

Contact Person: Thomas Yamamoto

Title: General Counsel

Phone: 301-634-0818

Email: legal@teachingstrategies.com

Account Manager / Sales Lead

Contact Person: Jennifer Allen

Title: Early Learning Solutions Specialist

Phone: 214-842-3622

Email: jennifer.a@teachingstrategies.com

Contract Management (if different than the Sales Lead)

Contact Person: Thomas Yamamoto

Title: General Counsel

Phone: 301-634-0818

Email: legal@teachingstrategies.com

Billing & Reporting/Accounts Payable

Contact Person: Alkesha Glassgow

Title: Accounts Receivable Specialist

Phone: 301-634-0818 ext. 1236

Email: billing@teachingstrategies.com

Marketing

Contact Person: Autumn Taylor

Title: Chief Marketing Officer

Phone: 301-634-0818

Email: autumn.t@teachingstrategies.com

23. 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. Provide the following information for each reference:

Entity Name

Contact Name and Title

City and State

Please see attached.

Phone Number

Years Served

Description of Services

Annual Volume

24. 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.
Please see attached.
25. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
Please see attached.
26. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Not Applicable.
27. Felony Conviction Notice – Please check applicable box:

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

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

Ease of Use

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

Please see attached.

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.

Please see attached.

Appendix A: Questionnaire – Expanded Responses/Additional Information

Company Profile

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

Since 1988, Teaching Strategies has served the field of early childhood exclusively, bringing curriculum, assessment, social-emotional learning, family connection, and professional development resources to states, districts, and programs serving children from birth through third grade. The Proposer is committed to supporting the unique needs of the youngest learners and have worked closely with early childhood educators to design a comprehensive early childhood education program to nurture each and every child.

Teaching Strategies believes that the best and most powerful way to improve child outcomes is through effective teaching. That is why we've created forward-thinking, comprehensive, research-based, and research-proven curriculum, assessment, and family engagement resources. These resources help preschool teachers and caregivers be their most effective, while still honoring their creativity and respecting their critical role in making learning exciting and relevant for every child. Teaching Strategies' comprehensive solutions are used by early childhood educators across the country, helping them to offer developmentally appropriate programs that support active learning and promote children's progress in all developmental areas.

Alignment to Region 10 Mission

11. Describe your software solution and how it is geared toward early childhood education. Please give a general overview of your software's functionality and features.

Across the United States, teachers use Teaching Strategies' curriculum, assessment, professional development, and family engagement early childhood software solutions to prepare more than a million young children for success in kindergarten and beyond. The Proposer's materials are used in every state, by all branches of the military, and in thousands of schools and faith-based early childhood programs nationwide.

- Developed with a project-based approach, *The Creative Curriculum*® is the most widely used preschool curricula in the nation. It offers educators at all levels comprehensive, developmentally appropriate, research-based, and research-proven curricula. Further, it encourages active learning and supports children's progress in all developmental areas, preparing them for success in kindergarten and beyond. Taking a whole-child approach to

development, *The Creative Curriculum*® includes the most up-to-date research and best practices for social–emotional learning and physical and cognitive development. Its content rich curriculum brings meaningful interactions to life in the classroom and supports authentic communication and partnership with families. When combined with the power of a subscription to *The Creative Curriculum*® Cloud, teachers gain access to additional tools that transform planning, teaching, and family engagement experiences inside the classroom and beyond.

- *GOLD*®, Teaching Strategies' authentic and comprehensive observational assessment system, covers the entire birth through third grade continuum and is implemented to assess the knowledge, skills, and behaviors of over three million children – including children with disabilities – in all 50 states each year. *GOLD*® is currently being implemented at a state-level for Pre-K and/or kindergarten assessment in nearly 30 states and is also used by programs in all branches of the U.S. military childcare system, the majority of Head Start and Early Head Start programs, programs operated by some of the largest multistate early care and education providers, and school districts of all sizes including large urban school districts throughout the country.
- ReadyRosie® is a comprehensive early childhood family engagement system that is linked to specific child outcomes through customization and personalization. ReadyRosie's unique strengths-based family engagement model is designed to provide individual schools, programs, and classrooms the tools needed for transformative partnerships with families. These tools leverage the power of video modeling, family workshops, professional development opportunities, and mobile technology to build powerful partnerships between families and educators resulting in *Ready Families*, *Ready Educators*, and *Ready Children*.
- *Tadpoles*® makes it easy to connect teachers, caregivers, and families as they work together to support and take delight in children's developing personalities, interests, and abilities. From viewing children's and teachers' locations at a glance, to tracking ratios in each classroom in real-time, to sending important notifications to classrooms and families with ease, *Tadpoles*® reduces the time and effort needed to complete everyday administrative tasks.
- *Al's Pals*™ – *Kids Making Healthy Choices* is a nationally recognized, top-rated, evidence-based, and research-informed comprehensive social-emotional learning (SEL) classroom curriculum and professional development program. It promotes resiliency in children ages 3-6 through the development of social-emotional skills, self-control, problem-solving abilities, and healthy decision-making. *Al's Pals*™ promotes protective

factors, fosters the personal traits of resiliency, and encourages nurturing environments needed for children to overcome difficulties and fully develop their talents and capabilities. The curriculum helps lessen the effects of adverse childhood events and trauma. *Al's Pals™* has received many national awards and recognitions, including Collaborative for Academic, Social and Emotional Learning (CASEL) SElect program designation; top rating by the National Center on Quality Teaching and Learning in their Social–Emotional Preschool Curriculum Consumer Report; model program by the Substance Abuse and Mental Health Services Administration; and Effective School-Based Prevention Program: Safe, Disciplined, and Drug-Free Schools Expert Panel designation by the US Department of Education.

- *Noni™* is Teaching Strategies' research-based digital teaching partner, designed for preschool, Pre-K, and elementary school teachers. It provides guidance, strategies, and personalized coaching to help teachers create trauma-sensitive, relationship-focused learning environments that help mitigate the impact of trauma and adverse childhood experiences (ACEs) on the children in their care. The tool provides whole class support as well as individualized plans for children who need them. It is responsive to teacher input, recommending strategies and support based on the specific dysregulated behavior a child is exhibiting. Recognizing the importance of caring for oneself to be best prepared to support others, the robust library of resources supports teachers' social and emotional health alongside strategies for supporting children and working with families as partners in healing.
- Teaching Strategies' *Online Professional Development Memberships* offer participants the opportunity to learn at their own pace and when their schedules allow. Course content is based on best practices and features product-specific topics that enable users to get started implementing Teaching Strategies' solutions in their classrooms right away. Teaching Strategies' *Teacher Membership* and *Coach Membership* provide live, virtual professional opportunities and asynchronous online courses in English and Spanish. These Memberships are designed to complement – not replace – the in-person training options previously described. Furthermore, they are not intended, nor should they be used, as the sole source of professional development for teachers, coaches, or administrators.

With a *Teacher Membership*, educators can access more than 400 hours of training to support their teaching practice. The courses available through the membership help teachers keep up with the latest thinking in developmentally appropriate practice. The membership also provides all necessary courses to satisfy training requirements for the Childhood Development Associate (CDA) credential and courses required to meet annual Child Care and Development Fund (CCDF) requirements. Courses are developed

in alignment with best practices for self-paced adult learning, provide educators the opportunity to extend their learning in ways that best fit their schedule, and allow them to earn Continuing Education Credit (CEU) upon completion. Further, the *Teacher Membership* helps educators to grow their knowledge and pursue their professional goals by providing access to Teaching Strategies' professional learning community, The Hub, and exclusive access to experts to ask specific questions about research and practice.

The *Coach Membership* supports improved implementation with fidelity of Teaching Strategies' resources. It is designed for coaches, administrators, supervisors, staff developers, mentor teachers, and any staff providing direct support to teachers in the classroom. Users connect with a personal mentor to help them advance their coaching practice, engage with a professional learning community, review on demand online courses, participate in live classes, and access the *Coaching to Fidelity App*. The *Coach Membership* streamlines coaching by bringing together all necessary resources along with the tools and guidance coaches need to support teachers throughout the year. Users with access to the *Coach Membership* can also access The Hub.

The *MyTeachingStrategies*® portal through which Teaching Strategies' early learning ecosystem is accessed enables early educators to teach and assess children, develop their skills, and engage with families all from one platform. Data collected at home or in the classroom can easily be used to inform instruction and target resources. The ecosystem of early learning software helps teachers to have a fuller understanding of the children in their care.

12. What tools does your software give educators and other stakeholders to track a student's progress, identify difficulties, and analyze results?

Teaching Strategies' comprehensive formative and summative assessment solution, *GOLD*®, helps teachers to recognize each child's growth and plan individual and group learning experiences. With *GOLD*®, teachers can analyze data they have collected to understand likely next steps and areas where children may need additional support. While *GOLD*® provides important assessment and reporting functionality on its own, it can also be implemented to enhance use of *The Creative Curriculum*®, helping teachers to monitor each child's development and more effectively scaffold individual learning.

13. Provide any studies or proven test cases that demonstrate how well your software achieves the goal of improving outcomes for early childhood students.

At Teaching Strategies, research on early childhood development acts as the foundation for all of the Proposer's solutions. From multi-year studies to foundation papers to third party evaluations, research shows that early educators can trust Teaching Strategies' products to deliver positive outcomes for all children. To review all research on the Proposer's curriculum and assessment solutions, please visit the Proposer's website at <https://teachingstrategies.com/research/> or click [here](#).

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

Teaching Strategies recognizes the need for integration and data interoperability with its customer systems. The Proposer currently provides SSO authentication capabilities via OAuth2, SAML and LTI and rostering capabilities via OneRoster standard support and integrations with systems such as Classlink and Schoology. Additionally, Teaching Strategies supports file-based rostering via API and other methods.

15. 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.

Teaching Strategies takes security as a fundamental requirement for the *MyTeachingStrategies*® platform, implementing controls at every level. Infrastructure is secured behind firewalls as well as host-based ACLs, which ensure systems connect with each other only to perform necessary functions that support the application. This reduces the attack surface of the platform and constituent service endpoints. By deploying infrastructure into multiple availability zones and taking advantage of auto-scaling groups, Teaching Strategies gains the ability to minimize downtime during both planned maintenance and unexpected failures. Configuration management tools allow the Proposer to build, deploy, patch, and tear down compute, storage, and network infrastructure quickly and consistently.

MyTeachingStrategies® has been designed from the ground up with security built in. Teaching Strategies implements a layered security model to control access, encrypt data in transit and at rest, and monitor for unusual behavior both at the network perimeter and at the host level. Operator access has been carefully designed to limit the attack surface of the application.

Additionally, a SOC 2 certification has been obtained for the end-to-end architecture powering the platform. Teaching Strategies is committed to maintaining the SOC 2 certification through annual independent audits.

Customer Training and Support

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

Teaching Strategies offers technical and implementation support through its call center. Representatives are available by e-mail and phone, Mondays through Fridays, 7:00 a.m. to 9:00 p.m. EST/EDT, excluding Federal holidays.

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

Teaching Strategies collaborates with each partner to design customized training and implementation plans and develop long-term partnerships to best meet each partner's unique objectives. Professional development is designed to be comprehensive, practical, engaging, and flexible, offering a variety of delivery options to suit the needs, budgets, and time constraints of diverse programs and learners. Basic introductory online product tutorials are available for teachers and administrators, and professional development guidance is embedded throughout. Additional professional development is offered in the formats of facilitated onsite sessions; immersive, interactive online courses; professional learning communities (PLCs) for education managers; and onsite consultative coaching for tailored program-level support.

Teaching Strategies recognizes that the most effective professional development is individualized to address the specific interests and needs of each educator. In accordance with best practices for adult learning, Teaching Strategies' professional development sessions are hands-on, practical, highly interactive, and based on sound principles of adult learning theory. Participants are given ample opportunity to explore, discover, discuss, and reflect on the concepts that are presented. During these professional development opportunities, participants learn how the Proposer's early childhood integrated solution works and how to organize the materials and plan for individual children and the group. These hands-on trainings help teachers and administrators become familiar with the materials and feel confident about implementing the Teaching Strategies' curriculum, assessment, professional development, and family engagement resources.

In-Person and Virtual "Live" Professional Development

Teaching Strategies offers a robust catalog of customizable in-person trainings to meet the ongoing and evolving needs of every program no matter where they are in their implementation. The Proposer's Professional Development Team collaborates with each partner to plan effective and impactful training. The facilitated professional development sessions include experiences built into the training that check for understanding throughout the session(s). Participants will have opportunities for self-reflection, questions, and informal evaluations throughout their professional development experience. A formal evaluation is completed at the end of each day that is used to modify and individualize subsequent sessions.

Online Courses

Teaching Strategies' *Professional Development Teacher Membership* and *Professional Development Coach Membership* provide teachers and coaches access to more than 400 hours of product-specific and product-agnostic training and instruction on early childhood best practices. Administrators can provide their staff on-demand access to Teaching Strategies' complete library of online courses, with new courses added throughout the year. Individual educators can also invest in their own professional development and continuing education units by accessing the Proposer's complete library of online courses.

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

Teaching Strategies offers technical and implementation support through its call center and the *MyTeachingStrategies*® Support Portal, which includes over 800 easily searchable support articles and videos and provides a simple way to contact the Teaching Strategies' technical support team. The support portal may be accessed at <https://teachingstrategies.force.com/portal/s/> or by clicking here. Users can also communicate with Teaching Strategies via telephone or through social media sites like Facebook and Twitter, where they can either connect with the Teaching Strategies' support staff or start conversations with each other. Furthermore, implementation guides provide teachers initial support and ongoing guidance needed for successful implementation.

- Getting Started Checklists for teachers and administrators;
- User Guides;
- Live support webinars on topics of interest to teachers and administrators – each webinar is archived and available within the *MyTeachingStrategies*® Support Portal;
- Monthly support newsletters that include timely tips, recent improvements and releases, and a schedule of upcoming webinars; and
- Weekly update messages on the *MyTeachingStrategies*® dashboard that keep educators informed of new feature updates, timely support, and more.

Lastly, Teaching Strategies' Technology Support Team provides support in a tiered model based on the ITIL framework library. Tier I is the largest group and currently resolves between 80-85% of all technical support contacts. Tier II provides resolution for escalated issues that the Tier I team is unable to resolve. Teaching Strategies' Application Support Engineers act as escalation points for Tier II, and they also work with customized reporting, imports, and integrations. Call center guidance helps ensure that meaningful data are collected, interpreted, and used appropriately and effectively. Representatives use a software-managed ticketing system, adding reported problems and tracking them throughout a process that supports the prioritization of errors for resolution. Each is identified with a severity level and responded to with appropriate speed.

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

As measured by industry standard third party monitoring tools, uptime for the entire system will be a minimum of 99.5 percent.

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

Customer shall receive a credit of two percent (2%) of the monthly SaaS fees paid, for each month that the system uptime falls below ninety-five percent (95%).

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

Each support request must include a description with reasonable level of specificity in order for Teaching Strategies to be able to properly understand and accept the request for processing. Teaching Strategies will categorize all accepted requests according to the table Definitions of Request Priority Levels found in the attached Service Level Agreement.

Following are Teaching Strategies' expected initial response timelines for customer support requests during published Customer Technical Support Business Hours submitted via published customer technical support phone line or Teaching Strategies' online support portal. The response time is measured on a quarterly average basis.

- Priority Level 1 (System Down) – Response time is 60 minutes
- Priority Level 2 (Work Stoppage) – Response time is 240 minutes
- Priority Level 3 (Work Impaired) – Response time is 480 minutes

Qualifications and Experience

23. 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.

Reference #1

Entity Name: Fort Worth Independent School District

Contact Name and Title: Olayinka Ojo, Director of Early Learning

City and State: Fort Worth, TX

Phone Number: 817-814-2450

Years Serviced: 2020 to Present

Annual Volume: \$750,000.00

Fort Worth Independent School District has worked with Teaching Strategies since 2020 to implement the Proposer's full early learning ecosystem. The District uses many of the Proposer's resources, including *The Creative Curriculum® for Preschool*, *The Creative Curriculum® Cloud*, ReadyRosie®, the *Professional Development Teacher Membership*, Kodo kits, and the *Barefoot Book Collection*. To help early educators and administrators understand how these resources work together, and how to implement each with fidelity, Fort Worth ISD contracts with Teaching Strategies to deliver regular opportunities for professional development.

Reference #2

Entity Name: Kennedale Independent School District

Contact Name and Title: Toya Keas, Instructional Specialist, Early Literacy

City and State: Kennedale, TX

Phone Number: 817-563-8094

Years Serviced: 2020 to Present

Annual Volume: \$20,500.00

Kennedale Independent School District's relationship with Teaching Strategies began in 2020 when the District began implementing the Proposer's full early learning ecosystem. Kennedale ISD uses a number of Teaching Strategies' resources, including *The Creative Curriculum® for Preschool*, *The Creative Curriculum® Cloud*, ReadyRosie®, the *Professional Development Teacher Membership*, Kodo kits, and the *Barefoot Book Collection*. Kennedale ISD works with Teaching Strategies to provide continuing education opportunities related to resource implementation and new developments in early education best practices with regularly scheduled professional development sessions as well.

Reference #3

Entity Name: Spring Branch Independent School District

Contact Name and Title: Leslie Marquez, Multi-Classroom Leader for Prekindergarten/Early Childhood

City and State: Houston, TX

Phone Number: 713-251-6100

Years Serviced: 2011 to Present

Annual Volume: \$24,200.00

Since 2011, Teaching Strategies has partnered with Spring Branch Independent School District to support the District's early childhood program with *The Creative Curriculum® for Preschool*. For more than a decade, Teaching Strategies' resources have been used to deliver developmentally appropriate learning experiences for young learners in Spring Branch ISD's classrooms. Throughout the relationship, the District has worked to enhance implementation of Teaching Strategies' instructional resources by working with the Proposer to deliver meaningful professional development opportunities for early childhood teachers and administrators.

24. 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.

Cooperative/GPO	Name Contract Number	Expiration Date
Region 1 Purchasing Cooperative	Professional Consultant Services RFP 23-AGENCY-000117	August 31, 2027
Region 7 Purchasing Cooperative	Educational Activities & Supplies EDACT2223	August 18, 2023
Region 7 Purchasing Cooperative	Computer Software & Supplies CMPS2122	December 15, 2023
Region 7 Purchasing Cooperative	Educational Activities and Supplies ICAT2122	December 15, 2023
Choice Partners Cooperative	Harris County DOE Contract # 20/012IA	November 30, 2024
Choice Partners Cooperative	Harris County DOE Contract 21/074IA-3 (Contracted Services for Professional Development, Speakers and Trainers for the Teaching and Learning Center)	May 24, 2023
Choice Partners Cooperative	Harris County DOE Contract 21/025YR R1 (Professional Development Services for Harris County Department of Education Teaching and Learning Center Division)	May 18, 2023
791 Cooperative	Region 15 ESC - RFP #2020-05-013; Contract # 202005013	April 31, 2025
ChildCareGroup	Contract #2019-7 Early Childhood Curriculum	October 3, 2023
Central Texas Purchasing Alliance	Shepherd ISD – RFP 2021-006-999	August 31, 2023
Central Texas Purchasing Alliance	Pearland ISD - #20-0630-24	June 30, 2025
Central Texas Purchasing Alliance	Pearland ISD - #20-0926-01	December 31, 2024

Cooperative/GPO	Name Contract Number	Expiration Date
Central Texas Purchasing Alliance	Texas City ISD - RFP 31-07 (Teaching and Office Supplies)	May 31, 2023
Central Texas Purchasing Alliance	Texas City ISD – RFP 32-03 Instructional Supplies, Equipment and Services	May 31, 2023
Central Texas Purchasing Alliance	Pasadena ISD - 21R-020TM Instructional Materials and Teaching Supplies	August 31, 2023
Central Texas Purchasing Alliance	Round Rock ISD – Contract #22-100 Educational Supplies (Replacing Contract #17-100)	June 30, 2026
Central Texas Purchasing Alliance	Round Rock ISD -Contract #22-019 Educational Contracted Services & Materials (Replacing Contracts #17-027 / 17-023)	June 30, 2023
Central Texas Purchasing Alliance	Killeen ISD RFP 21-26-10-211 (Books (All Types) Supplemental)	June 8, 2026
Central Texas Purchasing Alliance	Duncanville ISD - RFP #21-22.003 for Curriculum, Instructional Materials & Teaching Aids	May 31, 2023
Central Texas Purchasing Alliance	RFP # 22-006 (VC) Consultants, Speakers, and Program Presenters for Professional Development District/Campus Support and Student/Staff Programs	June 30, 2023
Central Texas Purchasing Alliance	College Station ISD - RFP #22-011 for Professional Development, Consultant Services, and Materials	August 31, 2024
Central Texas Purchasing Alliance	Carrollton Farmers Branch ISD RFP #2022-06-025 - Library Media, Books, Supplies & Services (Vendor #118409)	August 31, 2023 (4 one-year renewals)
EPIC 6 / Region 6	Contract #13.20	June 30, 2023
EPIC 6 / Region 6	RFP 13.21 Instructional Supplies - Academic Curriculum, Materials, Equipment	June 30, 2023
EPIC 6 / Region 6	RFP 20.21 Special Education Supplies, Teaching Aids, Equipment	June 30, 2023
EPIC 6 / Region 6	RFP 23.21 Technology Supplies - Software	June 30, 2023
Region 19 Allied States Cooperative	Contract # 20-7373	June 30, 2023
Region 18 ESC	Contract # R18-2022-02-000025	June 30, 2023
GoodBuy Purchasing	Region 2 ESC Teaching Aids: Instructional/Classroom Supplies #22-23 6E000	May 31, 2023
GoodBuy Purchasing	Region 2 ESC Curriculum and Curriculum Aids #01-2021	June 30, 2023
The Interlocal Purchasing System (TIPS)	RFP #210301 – Academic Curriculum and Instructional/Educational Goods, Materials, and Services	May 31, 2024
The Interlocal Purchasing System (TIPS)	RFP #210401 – Office and School Supplies Products and Services	June 30, 2024
The Interlocal Purchasing System (TIPS)	RFP #210902 – Classroom and Teaching Aids Goods and Services	November 30, 2024
BuyBoard Purchasing Cooperative	RFP #653-21 - Instructional Materials and Classroom Teaching Supplies and Equipment	October 31, 2024
Region 10 ESC	RFP 2020-12 EdTech Contract ET20201222	February 28, 2026

Cooperative/GPO	Name Contract Number	Expiration Date
Educational Purchasing Cooperative of North Texas (EPCNT)	Duncanville ISD - RFP #21-22.003 for Curriculum, Instructional Materials & Teaching Aids	May 31, 2023
Educational Purchasing Cooperative of North Texas (EPCNT)	Keller ISD – RFP #2205-20 (Instructional Supplies, Services & Equipment)	June 30, 2023
Educational Purchasing Cooperative of North Texas (EPCNT)	Keller ISD – RFP # 2205-21 (Technology Related Products, Services, Supplies & Software)	June 30, 2023
Educational Purchasing Cooperative of North Texas (EPCNT)	Carrollton Farmers Branch ISD – RFP #2021-11-046 Instructional Materials and Teaching Supplies (Vendor #118409)	February 3, 2027
Educational Purchasing Cooperative of North Texas (EPCNT)	Carrollton Farmers Branch ISD RFP #2022-06-025 - Library Media, Books, Supplies & Services (Vendor #118409)	August 31, 2023 (4 one-year renewals)
TexBuy Cooperative	RFP #022-026 Instructional Materials/Supplies/Equipment/Software	August 31, 2023 (3 one-year renewals)

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

Teaching Strategies is fortunate to partner with many organizations that share its deep commitment to early learning and education. These partnerships allow the Proposer to enhance and expand the scope and quality of the resources it provides and collaborate with other leading organizations in the field to positively impact outcomes for young children throughout the country. Evidence of impeccable past performance is substantiated by the references provided below. Contact information for just a few of the cooperative purchasing programs that have contracted with Teaching Strategies for services similar to those outlined in RFP 2023-09 follows. The Proposer encourages Region 10 ESC to contact any of its partners to inquire about its collaborations. Additional references are available upon request.

TexBuy Purchasing Cooperative
Andrew Pickens, CTSBO
Director of Purchasing and Operations
andrew.pickens@esc16.net
5800 Bell Street, Amarillo, TX 79109
Phone: (806) 677-5040
Toll free: (888) 677-5312

Choice Partners Cooperative
Monique Joseph, CTSBO
Contract Manager
monique@choicepartners.org
6005 Westview Drive, Houston, TX 77055
Phone: (713) 316-4259
Fax: (713) 696-0732

GoodBuy Purchasing Cooperative
Melanie Canedo, MBA
GoodBuy Relations Representative
melanie.canedo@esc2.us
209 N Water St., Office 2-022
Corpus Christi, TX 78401-2528
Phone: (361) 561-8452
Fax: (361) 561-8585

Central Texas Purchasing Alliance (CTPA)
Daniel Poolman
Executive Director
daniel_poolman@roundrockisd.org
16255 Great Oaks Drive
Round Rock, TX 78681
Phone: (512) 464-6950

The Interlocal Purchasing System (TIPS)
Shelley Black
Contracts Support
tips@tips-usa.com
4845 US Highway 271
North Pittsburg, TX 75686
Phone: (903) 575-2732

BuyBoard
Arturo Salinas
Assistant Division Director, Cooperative
Purchasing
bids@buyboard.com
12007 Research Boulevard
Austin, TX 78759
Phone: (800) 695-2919

Qualifications and Experience

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

Access to Teaching Strategies' ecosystem of early learning takes place through *MyTeachingStrategies*®, which is an upgraded technology platform that provides a single-entry point for all of Teaching Strategies' digital classroom solutions. This platform offers one online location for accessing all the digital tools, resources, and support that together, make up what experts know to be the essential pieces of high-quality classroom practice: teaching and assessing, reporting, ongoing professional development, and engaging with families. By providing access to these digital resources in one place, Teaching Strategies is helping to ensure that every one of the important functions that the Proposer supports can be continuous, efficient, and interconnected for teachers and administrators. A short introduction video to *The Creative Curriculum*® Cloud is available at <https://vimeo.com/441418826>.

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.

Teaching Strategies offers value add through the following products and services. First, Teaching Strategies' professional development offerings, described in item #17, are further supported by its IACET accreditation. Teaching Strategies' commitment to providing professional development opportunities that meet the highest standards of excellence is demonstrated by the company's Internal Association for Continuing Education and Training (IACET) Accreditation. IACET is a non-profit association dedicated to quality continuing education and training programs. To achieve Authorized Provider (AP) accreditation, Teaching Strategies had to demonstrate adherence to the IACET Standards addressing the design, development, administration, and evaluation of its training programs. After achieving AP status, Teaching Strategies joined a select community of organizations that share its commitment to educational rigor, excellence, and integrity.

As an IACET Accredited Provider, Teaching Strategies' training adheres to the IACET Standard for Continuing Education and Training (CEU). The IACET CEU assures employers, credentialing associations, licensing bodies and others that a learner has completed a quality training program which meets the national standard for continuing education and training. By completing this rigorous application process, Teaching Strategies demonstrated the organization's commitment to continuing education and training excellence. Meanwhile professional development participants obtain the best return on investment.

Teaching Strategies also offers physical resources to enhance classroom practice with *The Creative Curriculum® for Texas* bundle options. These bundles include a print edition of *The Creative Curriculum® for Texas*, as well as 6 years of access to *The Creative Curriculum® Cloud* and ReadyRosie®. Programs may also expand their bundle with the Texas Tool Kit offered in partnership with Kodo Kids. These unique, high-quality materials help to foster engaging, hands-on experiences that support implementation of *The Creative Curriculum®* and promote kindergarten readiness.

Appendix C: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____
UTJ Holdco, Inc. DBA Teaching Strategies, LLC ("Vendor") and Region 10 Education Service Center ("Region 10
ESC") for the purchase of Early Childhood Software ("the products and services").*

RECITALS

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

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

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

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

1. ARTICLE 1- GENERAL TERMS AND CONDITIONS

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

2. ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

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

3. ARTICLE 3- REPRESENTATIONS AND COVENANTS

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

4. ARTICLE 4- FORMATION OF CONTRACT

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

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

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

5. ARTICLE 5- TERMINATION OF CONTRACT

- 5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

- 5.3 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- 5.4 **Cancellation for convenience**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. **ARTICLE 6- LICENSES**

- 6.1. **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2. Survival Clause: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7- DELIVERY PROVISIONS

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

8. ARTICLE 8- BILLING AND REPORTING

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

9. ARTICLE 9- PRICING

- 9.1. Best price guarantee: The awarded vendor agrees to provide pricing to Region 10 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through Region 10 ESC following a reduction in the manufacturer or publisher's direct cost.
- 9.2. Price increase: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 10 ESC must be

notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested. It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

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

If any sales are made directly through the EdCuration site utilizing this contract, EdCuration will report those sales on the vendor's behalf and remit the administrative fee to Region 10 ESC directly. Region 10 will provide vendors a quarterly report showing any sales made directly through EdCuration's website.

- 9.6. The awarded vendor will receive early access to register for EdTech Exchange events and will receive EdTech Exchange signs for their conference booths. Vendors shall also receive a dedicated vendor page on EdCuration's website and a discount to be negotiated with EdCuration on additional marketing packages.
- 9.7. The awarded vendor will receive early access to register for EdTech Exchange events and will receive EdTech Exchange signs for their conference booths as well as an EdTech Exchange partnership logo for use online.
- 9.8. The awarded vendor will also receive a 10% discount on registration for EdTech Exchange-related events. When revenue shared with Region 10 exceeds \$500, vendor will be able to reserve rooms in the Region 10 Spring Valley or Abrams Conference Center once a year for vendor events to educate/train/demonstrate the awarded vendor's product, subject to availability. Additional discounts and opportunities may be offered at Region 10's sole discretion.

10. ARTICLE 10- PRICING AUDIT

- 10.1. Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all

purchases made by Region 10 ESC and any entity that utilizes this Agreement. Region 10 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Region 10 ESC.

11. ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1. Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2. Discontinued products: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3. New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4. Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5. Product line: Offerors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6. Warranty conditions: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7. It shall be the vendor's responsibility to keep any information on their EdCuration vendor page up to date, including but not limited to contact information, product information, and pricing (if applicable).

12. ARTICLE 12- MISCELLANEOUS

- 12.1. Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

“Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.”

- 12.2. Disclosures: Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

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

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 12.3. Indemnity: The awarded vendor shall protect, indemnify, and hold harmless Region 10 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving Region 10 ESC, its administrators and employees and agents will be in Dallas County, Texas. Any litigation involving Region 10 ESC members shall be in the jurisdiction of the participating agency.

- 12.4. Franchise Tax: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 12.5. Marketing: Awarded vendor agrees to allow Region 10 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 10 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 10 ESC.

- 12.6. Certificates of Insurance: Certificates of insurance shall be delivered to the Region 10 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- 12.7. Legal Obligations: It is the Offeror’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- 12.8. Boycott Certification: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person

or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

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

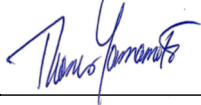
[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM

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

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

Prices are guaranteed: **120 days**

Company name	UTJ Holdco, Inc. DBA Teaching Strategies, LLC
Address	4500 East West Highway Suite #300
City/State/Zip	Bethesda, MD 20814
Telephone No.	301-634-0818
Email address	legal@teachingstrategies.com
Printed name	Thomas Yamamoto
Position with company	General Counsel
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 ET230905


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: UTJ Holdco, Inc. DBA Teaching Strategies, LLC

Title of Authorized Representative: General Counsel

Mailing Address: 4500 East West Highway Suite #300, Bethesda, MD 20814

Signature: 

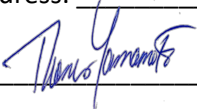
DOC #2 DEBARMENT NOTICE

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: UTJ Holdco, Inc. DBA Teaching Strategies, LLC

Title of Authorized Representative: General Counsel

Mailing Address: 4500 East West Highway Suite #300, Bethesda, MD 20814

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

5/4/2023

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

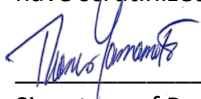
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons 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

5/4/2023

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 UTJ Holdco, Inc. DBA Teaching Strategies, LLC

ADDRESS 4500 East West Highway Suite #300

Bethesda, MD 20814

PHONE 301-634-0818

FAX 301-634-0826

RESPONDANT



Signature

Thomas Yamamoto

Printed Name

General Counsel

Position with Company

AUTHORIZING OFFICIAL



Signature

Thomas Yamamoto

Printed Name

General Counsel

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**

Certificate Number:
2023-1016136

Date Filed:
05/04/2023

Date Acknowledged:

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

Teaching Strategies, LLC
Bethesda, MD United States

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

Region 10 Education Service Center

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.

2023-09
Early Childhood Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	UTJ Holdco, Inc.	Bethesda, MD United States	X	

5 Check only if there is NO Interested Party.

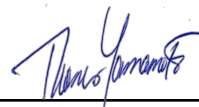
☐**6 UNSWORN DECLARATION**

My name is Thomas Yamamoto, and my date of birth is 8/21/1972.

My address is 4500 East West Highway Suite #300, Bethesda, MD, 20814, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Montgomery County, State of MD, on the 4th day of May, 2023.
(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.) Maryland

UTJ Holdco, Inc. DBA Teaching Strategies, LLC	4500 East West Highway Suite #300	
Company Name	Address	
Bethesda	MD	20814
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? T.Y.

(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? T.Y.

(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? T.Y.

(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. 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? T.Y.

(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? T.Y.

(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? T.Y.

(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? T.Y.

(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? T.Y.

(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? T.Y.

(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? T.Y.

(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? T.Y.

(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? T.Y.

(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? T.Y.

(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? T.Y.

(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? T.Y.

(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.

UTJ Holdco, Inc. DBA Teaching Strategies, LLC

Company Name



Signature of Authorized Company Official

Thomas Yamamoto

Printed Name

General Counsel

Title

5/4/2023

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.)

Teaching Strategies respectfully requests the language from page 21, section 9 of the solicitation document to be amended as follows:

*The awarded vendor agrees to provide pricing to Region 10 ESC and its participating entities that is the lowest pricing available **for others for products of the kind and specification covered by the RFP for similar quantities under similar or like conditions and methods of purchase**, and the pricing shall remain so throughout the duration of the contract.*

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.

☐ We would like to discuss listing requirements with EdCuration.

ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with EdTech Exchange and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

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

BAKER CITY GOLF COURSE, OR	CITY OF CANBY, OR
CITY OF ADAIR VILLAGE, OR	CITY OF CANYONVILLE, OR
CITY OF ASHLAND, OR	CITY OF CLATSKANIE, OR
CITY OF AUMSVILLE, OR	CITY OF COBURG, OR
CITY OF AURORA, OR	CITY OF CONDON, OR
CITY OF BAKER, OR	CITY OF COQUILLE, OR
CITY OF BATON ROUGE, LA	CITY OF CORVALLI, OR
CITY OF BEAVERTON, OR	CITY OF CORVALLIS PARKS AND RECREATION
CITY OF BEND, OR	DEPARTMENT, OR
CITY OF BOARDMAN, OR	CITY OF COTTAGE GROVE, OR
CITY OF BONANAZA, OR	CITY OF DONALD, OR
CITY OF BOSSIER CITY, LA	CITY OF EUGENE, OR
CITY OF BROOKINGS, OR	CITY OF FOREST GROVE, OR
CITY OF BURNS, OR	CITY OF GOLD HILL, OR

CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT

ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT

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

KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT

PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT

CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR

COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI

HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY
SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR

TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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

TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES

CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION

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LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR

OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT

GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

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

CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT

NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT

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

HIGHER EDUCATION

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

LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Teaching Strategies Standard Terms & Conditions

SUBSCRIPTION SERVICES TERMS AND CONDITIONS

1. These Subscription Services Terms and Conditions (the "**Agreement**") sets forth the terms pursuant to which Teaching Strategies, LLC ("**TS**") will provide Subscription Services to the purchaser that has accepted the Agreement by clicking to assent, signing the Agreement, or using, accessing, or consuming the Subscription Services ("**Subscriber**"). "**Subscription Services**" mean subscription services identified in an Order. "**Order**" means each written order form(s) (including digital or electronic) executed by Subscriber and TS, or Subscriber and a TS authorized business partner, incorporating this Agreement and is subject to the terms and conditions herein.
2. **Subscription Services.** The Subscription Services are purchased on the unit basis and for the term identified in an Order. The Subscription Services include proprietary content, activities, articles, tools, software applications, databases, and other materials provided through separately downloaded applications to your device, through a web browser as-a-service using Subscriber's internet service and may be sold separately or bundled together with TS products as identified in an Order.
 - 2.1. **License Grant.** Subject to the license quantity limits set forth in an Order and Subscriber's continued compliance with this Agreement, including payment of all fees, TS hereby grants to Subscriber a limited, non-exclusive, non-transferable license to access and use the Subscription Services as provided herein, and to have Authorized Users, as defined below, use, and access the Subscription Services during the Subscription Services term.
 - 2.2. **Delivery and Access.** The Subscription Services will be provided through www.teachingstrategies.com, <https://my.teachingstrategies.com>, <https://mypd.teachingstrategies.com/>, <https://app.readyrosie.com>, https://www.tadpoles.com/home_or_work and/or other sites as TS may designate (collectively, "**Website**"). Use of the Website is subject to the Terms of Use and Privacy Policy at <https://teachingstrategies.com/agreements-and-policies> and set forth on the Website. Subscriber agrees that it will use the Subscription Services only as permitted herein. For the purpose of this Agreement, "**Authorized Users**" will include Subscriber's employees who require access to Subscriber Data, as defined below. Subscriber agrees to be responsible for all use of the Subscription Services by its Authorized Users. Any breach of the Agreement by an Authorized User will be deemed a breach by Subscriber. TS will in no event be liable for any misuse by an Authorized User of the rights granted hereunder.
 - 2.3. **Prohibited Activities.** Except as expressly authorized in this Agreement, Subscriber will not: (a) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Subscription Services or any portion thereof; (b) use the Subscription Services as a component of or as a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution; (c) modify, translate, or prepare any derivative work based on the Subscription Services; (d) decompose, decode, or otherwise reverse engineer any TS technology; (e) allow any third party or unlicensed user or computer system to access or use the Subscription Services; or (f) remove any proprietary notices or labels attached to the Subscription Services. Subscriber agrees to take all reasonable steps to protect the Subscription Services from unauthorized access, copying, or use.

2.4. Administration of Subscription Services

- 2.4.1. Subscriber Administrator.** Subscriber shall designate one (1) or more of its employees to serve as the administrator(s) for the Subscription Services. The administrator is responsible for (a) assigning and administering passwords and usernames for Authorized Users; (b) maintaining up to date access and permission rights for Authorized Users; (c) communicating any changes in Authorized Users to TS; (d) setting up and maintaining access and permission rights for the Authorized Users; and (e) where applicable, inputting informational data regarding the Authorized Users.
- 2.4.2. Registration.** Subscriber will assign a unique username and password to all Authorized Users that will allow them to access and use the Subscription Services or, for educator access, Subscriber will provide TS with name and email information of the Authorized Users for the purpose of creating their accounts. Upon account creation, an automatic email will be sent notifying them that an account has been created and provide instructions regarding logging into their account and the initial creation of a password. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned. Each Authorized User will need to register his or her password with TS through the Website before the Authorized User can access the Subscription Services for the first time.
- 2.4.3. ReadyRosie Registration for Parent/Caregiver Access.** If applicable, Parents and Caregivers who are directly affiliated with Subscriber will receive caregiver access to the Subscription Services either by electronic invitation by those with Educator Access or through a self-registration process.
- 2.4.4. Password Protection.** Subscriber is solely responsible for the security of all usernames and passwords issued to Authorized Users. Subscriber agrees to comply at all times with the procedures specified by TS regarding password security. TS may cancel or suspend any account credentials in the event that the account is misused or if TS has reason to believe that such account credentials are being used by a person who is not an Authorized User. The reissuance or reactivation of any canceled or suspended usernames or passwords will be at TS's sole discretion. Subscriber agrees to ensure that each Authorized User treats his or her username and password as confidential and will use his or her best efforts to prevent any third party from obtaining his or her password. Subscriber will immediately notify TS of any actual or potential unauthorized access to a password or to the Subscription Services. TS cannot and will not be liable for any loss or damage arising from Subscriber's or any Authorized Users' failure to comply with these obligations.
- 2.4.5. Retrieval of Data.** Upon termination of the Subscription Services, Subscriber will have forty-five (45) days to retrieve all Subscriber Data. TS will not be responsible for any Subscriber Data not retrieved within this period.
- 2.4.6. Subscriber Data.** As between Subscriber and TS, Subscriber will own all right, title, and interest in and to the data submitted or input by Subscriber into the Subscription Services or processed, stored, handled, or analyzed by TS as a part of or to enable or facilitate the provision of the Subscription Services ("Subscriber Data"). Subscriber hereby grants TS a limited, non-exclusive right and license to use Subscriber Data to facilitate performance of the Subscription Services. Further, Subscriber acknowledges and agrees that during and after the Term, TS may use Subscriber Data in anonymized and aggregated form for purposes of enhancing the Subscription Services, analyzing usage trends, aggregated statistical analysis, technical support, and other business purposes. TS will handle all Subscriber Data in accordance with the Privacy Policy set forth on the Website.

3. Fees and Expenses, Payment, & Taxes.

- 3.1.** The fees for Subscription Services are set forth in the applicable Order ("**Fees**"). Subscriber agrees to pay Fee(s) for Subscription Services as identified in an Order. Except as provided in the Agreement or required by applicable law or regulation, all Fees paid are non-refundable.
- 3.2.** Unless otherwise specified in an Order, Fees (a) are due and payable by Subscriber within thirty (30) days from the date of invoice; (b) are due and payable by Subscriber annually and in advance of the provision of the Subscription Services; and (c) must be made in U.S. dollars, and by credit card, wire transfer, or other prearranged payment method acceptable to TS. TS reserves the right to charge a late payment interest of 1.5% per month against overdue amounts, or the maximum rate permitted by law, whichever is less. In addition, TS may suspend any of the Subscription Services or terminate this Agreement or the applicable Order if (a) Subscriber is delinquent on its payment obligations for thirty (30) days or more or otherwise breaches the Agreement; (b) TS is no longer licensed or permitted to make the Subscription Services available due to a change in law, expiration or revocation of applicable licenses, or otherwise; or (c) Subscriber declares bankruptcy, is adjudicated bankrupt, or a receiver or trustee is appointed for Subscriber or substantially all of its assets. Without limitation of TS's other remedies, TS may suspend any Subscription Services if Subscriber fails to pay any applicable Fees when due or otherwise breaches this Agreement.
- 3.3.** All Fees under this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government, and Subscriber agrees to pay for any and all federal, state, or local sales, use, excise, privilege, or other taxes, duties or assessments, however designated or levied, relating to this Agreement, exclusive of taxes based on TS's net income. To the maximum extent permitted by applicable law, Subscriber agrees to gross up payments actually made to TS such that TS receives sums due in full and free of any withholding tax(es) or deductions Subscriber is required to pay.
- 4. Confidentiality.** Each party receiving Confidential Information ("**Recipient**") from the party disclosing such information ("**Discloser**") shall use Confidential Information solely for the purpose of providing and receiving Subscription Services under this Agreement. "**Confidential Information**" means information provided by the Discloser that is reasonably marked as "confidential", identified as confidential at the time of disclosure, or reasonably known by Recipient to be confidential or should reasonably be expected to be known as confidential. Recipient acknowledges and agrees that the disclosure of the Confidential Information does not confer any license, interest, or rights of any kind in or to the Confidential Information except as provided herein. For five (5) years after the termination of this Agreement Recipient shall hold Confidential Information in confidence and not disclose or use the Confidential Information, directly or indirectly, in any form, by any means, or for any purpose. Recipient shall only disclose the Confidential Information to its employees, contractors, and Affiliates to the extent such persons have a need to know such information for the purposes described in this Agreement, and provided such parties shall be obligated in writing to comply with terms and conditions no less protective than those set forth in this Section. Recipient shall protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the Confidential Information as Recipient uses to protect its own confidential information. Recipient shall notify the Discloser in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of these confidentiality obligations and shall reasonably cooperate with the Discloser to regain possession of such Confidential Information and prevent further unauthorized use and disclosure. Confidential Information does not include information that: (a) is or becomes generally publicly available through no fault of Recipient, (b) was known to Recipient, free of any confidentiality obligations, before its disclosure, (c) becomes known to Recipient, free of any confidentiality obligations, from a source other than Discloser, (d) is independently developed by Recipient without use of Confidential Information, (e) is licensed under an open source license, or (f) is disclosed by Recipient pursuant to a requirement of a

governmental agency or by operation of law, provided that Recipient shall notify Discloser prior to disclosure (if it can do so without violating any law or rule) in order to give Discloser a reasonable opportunity to seek an appropriate protective order or similar protection(s).

5. Termination

5.1. Term. This Agreement commences on the Effective Date and ends when TS is no longer obligated to provide Subscriber with the Subscription Services under this Agreement. Each Order begins on the date in the Order or, if no date is specified, when the Order is executed ("Order Effective Date") and continues for the term stated in the Order. After the initial term, the term for the Subscription Services may renew upon mutual written agreement between the parties.

5.2. Termination. Either party may terminate this Agreement or an Order immediately upon notice to the other party if the other party materially breaches an obligation hereunder that has not been cured within thirty (30) days after receipt of notice from the non-defaulting party provided that such notice and cure will not be required for a breach of Sections 4 or 10.4. The termination of an individual Order will not terminate any other Order or the Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of TS, in the event either party terminates an Order, Subscriber will pay for all Subscription Services provided up to the effective date of termination.

5.3. Effect of termination. Sections 2.4.5, 2.4.6, 3, 4-6, 7.2, and 8-10 will survive the termination or expiration of this Agreement. Termination of this Agreement by either party will not act as a waiver of any breach of this Agreement and will not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party will be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

6. Intellectual Property Rights. TS owns and retains all right, title, and interest in and to the Subscription Services and any and all improvements, enhancements, or modifications thereto and all intellectual property rights related to any of the foregoing. Additionally, Subscriber agrees that the Subscription Services and their components, which includes but is not limited to features, materials, and content made available through such Subscription Services regardless of form, are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any content, document, web page, or other component of the Subscription Services or any related materials or documentation.

7. Representations and Warranties

7.1. TS represents and warrants to Subscriber that (a) TS has the legal power to enter into this Agreement; (b) TS will provide access to the Subscription Services in a workmanship like manner and with diligence and skills consistent with industry standards. To the maximum extent permitted by applicable law and except as explicitly set forth in this Section, all TS products and services are provided "as is" and without any representations or warranties, either express or implied, including but not limited to warranties of non-infringement, merchantability, and fitness for a particular purpose. TS will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause, or due to errors or omissions of Subscriber. TS expressly limits its liability to Subscriber for any non-accessibility time or other down time to the pro-rata daily charge during the system unavailability.

7.2. Subscriber represents, warrants, and covenants that (a) it has the right and authority to enter into this Agreement and to use and disclose Subscriber Data; (b) it has all necessary rights and permissions to grant access to the Subscription Services to its Authorized Users; (c) it will obey all applicable laws, rules, and regulations in its use of the Subscription Services and Subscriber Data; (d) Subscriber Data will not infringe upon any copyright, trademark, privacy right, right of publicity, or other proprietary right(s) of any third party; and (e) Subscriber Data will not contain any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory. Subscriber acknowledges that TS has no obligation to monitor Subscriber Data. However, in the event that TS becomes aware that any Subscriber Data may or does violate the representations and warranties set forth herein, TS will have the right to remove such item(s) pending resolution.

8. Indemnification. To the maximum extent permitted by applicable law, Subscriber agrees to indemnify, defend, and hold TS harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding based on allegations arising as a result of (a) any inaccuracies or errors within the materials, Subscriber Data, and/or other information provided by Subscriber; (b) breach of this Agreement, including any of the representations or warranties contained herein, by Subscriber or an Authorized User; or (c) Subscriber's use of the Subscription Services in violation of applicable law.

9. Limitations

9.1. Disclaimer of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.2. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR SUBSCRIBER'S PAYMENT AND INDEMNIFICATION OBLIGATION, IN NO EVENT WILL EITHER PARTY'S CUMULATIVE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY SUBSCRIBER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE ORDER. THE LIMITATIONS HEREIN WILL REMAIN IN FULL FORCE AND EFFECT, REGARDLESS OF WHETHER EITHER PARTY'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

10. General Terms

10.1. Severability. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be interpreted as to give maximum effect to its intended purpose without affect to the validity or enforceability of any other provision of this Agreement.

10.2. Choice of Law. To the extent permitted by applicable law, (a) this Agreement will be governed by the laws of the State of Maryland, USA, without reference to its conflict of law provision; and (b) any dispute regarding this Agreement will be subject to the exclusive jurisdiction of the state courts in and for Montgomery County, Maryland, USA (or, if there is federal jurisdiction, the United States District Court therein). This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. The Uniform Computer Information Transactions Act (UCITA) or similar laws or regulations do not apply to this Agreement.

10.3. Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably

withheld). Notwithstanding the foregoing, TS may assign the entirety of its rights and obligations under this Agreement, without consent of Subscriber, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

- 10.4. Export & Sanctions.** Subscriber agrees that it will not export, disclose, re export or transfer the Subscription Services, directly or indirectly, to any U.S. embargoed destination; or anyone on (or controlled by a person or entity on) a U.S. government restricted persons list, including those who have been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. If Subscriber breaches (or TS believes Subscriber has breached) this section or TS is prohibited by law or otherwise restricted from providing Subscription Services to Subscriber, TS may terminate this Agreement and/or the applicable Order without liability to you.
- 10.5. Notices.** TS will provide notices to Subscriber via mail at the address noted below. Subscriber must provide notices to Teaching Strategies, LLC, Attn: General Counsel, to both 4500 East West Highway, Suite 300, Bethesda, MD, 20814, USA; and email to legal@teachingstrategies.com. Any legal notices provided without compliance with this section will have no legal effect.
- 10.6. Complete Agreement.** This Agreement represents the complete agreement between the parties with respect to this subject matter and supersedes all prior and contemporaneous agreements and proposal, whether written or oral, with respect to the subject matter. Except as otherwise agreed in writing by the parties (a) the Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter; and (b), any terms contained in any other documentation that you deliver to TS, including any purchase order or other order-related document (other than an Order), are void and will not become part of the Agreement or otherwise bind the parties. If there is a conflict between the Agreement and/or an Order, the Agreement will control unless otherwise expressly provided in an Order and/or as expressly agreed in writing signed by authorized representatives of both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Teaching Strategies, LLC

Subscriber

By:

By:

Name:

Name:

Title:

Title:

Effective Date:

Date:

Subscriber Name & Address:

Subscriber Contact:

Phone:

Email:

Teaching Strategies, LLC.**Terms and Conditions for In-Person and Virtual Professional Development****TERMS FOR IN-PERSON PD**

Professional Development and Training is delivered subject to the following terms:

- 1) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly;
- 2) Fees for training are based on a maximum number of 30 attendees per session. An additional fee of \$75 will be charged for each attendee in excess of this maximum;
- 3) If multiple sessions are scheduled, an additional fee of \$300 may be charged for sessions scheduled on non-consecutive days;
- 4) Additional fees, including travel expenses, will also apply for each session not scheduled at least 30 days in advance;
- 5) Customer agrees to arrange for a facility with sufficient space for the number of attendees, and to provide any necessary supplies and equipment, including food, beverages, microphones, speakers, projects, computers and viewing screens; and
- 6) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee.

Note that the materials are copyrighted and may not be reproduced or distributed except in accordance with this provision without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

In the event of cancellation by the Customer, the following cancellation fees will apply:

- Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.
- Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.
- Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:

- Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of \$300.
- Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of \$790.
- Scheduling with less than a 24-hour notice, Customer is invoiced an additional fee of \$790 and also for any additional travel expenses incurred due to last minute travel scheduling.

TERMS FOR VIRTUAL PD

Professional Development and Training is delivered subject to the following terms:

- 1) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly;
- 2) Fees for training are based on a maximum number of 30 attendees per session. An additional fee of \$75 will be charged for each attendee in excess of this maximum;
- 3) Additional fees will also apply for each session not scheduled at least 30 days in advance; and
- 4) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee.

Note that the materials are copyrighted and may not be reproduced or distributed except in accordance with this provision without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

In the event of cancellation by the Customer, the following cancellation fees will apply:

- Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.
- Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.
- Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:

- Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of \$300.
- Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of \$790.