



**Region 10 Education Service Center (ESC)
Partnership Agreement
for
Contract #ET20190815**

for
EdTech Exchange Purchasing Cooperative
with

Texthelp

Amendment Effective: October 7, 2020

The following documents comprise the executed contract between the Region 10 Education Service Center and Texthelp:

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

VENDOR CONTRACT AND SIGNATURE FORM

This Amended Vendor Contract and Signature Form ("Contract") is made as of October 7, 2020, by and between Texthelp and Region 10 Education Service Center ("Region 10 ESC") for the purchase of digital products and solutions through the EdTech Exchange Purchasing Cooperative ("EdTech Coop").

RECITALS

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

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

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

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

1. ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1. Awarded vendor shall perform all duties, responsibilities and obligations as set forth in this agreement, and required under the Vendor Contract.
- 1.2. Region 10 ESC shall perform its duties, responsibilities and obligations as set forth in this agreement, and required under the Vendor Contract.
- 1.3. Purchasing Procedure:
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per EdTech Coop Contract # ET20190815."
 - Vendor delivers goods/services directly to the participating agency.
 - Awarded vendor invoices the participating agency directly.
 - Awarded vendor receives payment directly from the participating agency.
 - Awarded vendor reports sales quarterly to EdTech Coop.
- 1.4. Customer Support: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

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

3. ARTICLE 3- REPRESENTATIONS AND COVENANTS

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

4. ARTICLE 4- FORMATION OF CONTRACT

- 4.1. Offeror Contract Documents: Region 10 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2. Form of Contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), this Partnership Agreement, and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. Entire Agreement (Parol evidence): The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. Assignment of Contract: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is

required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

- 4.5. Novation: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 10 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. Contract Alterations: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 10 ESC staff member.
- 4.7. Order of Precedence: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:
 - Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. Supplemental Agreements: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. Adding authorized distributors/dealers: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from Region 10 ESC. Awarded vendors must notify Region 10 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by Region 10 ESC.

5. ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. Cancellation for Non-Performance or Contractor Deficiency: Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - Providing material that does not meet the specifications of the contract;
 - Providing work and/or material that was not awarded under the contract;
 - Failing to adequately perform the services set forth in the scope of work and specifications;
 - Failing to complete required work or furnish required materials within a reasonable amount of time;

- Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 10 ESC or participating member prior to such work
- 5.2. Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.
- 5.3. Termination for Cause: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.4. Delivery/Service Failures: Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.5. Force Majeure: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

when such settlement is unfavorable in the judgment of the party having the difficulty.

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

6. ARTICLE 6- LICENSES

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

7. ARTICLE 7- DELIVERY PROVISIONS

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

8. ARTICLE 8- BILLING AND REPORTING

- 8.1. Payments: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2. Invoices: The awarded vendor shall submit invoices to the participating entity clearly stating "Per EdTech Coop Contract # ET20190815". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3. Tax Exempt Status: Knowing and complying with the tax laws in each state is the sole responsibility of the vendor.
- 8.4. Reporting: The awarded vendor shall provide Region 10 ESC with an electronic accounting report, in a format prescribed by Region 10 ESC in Attachment A, on a quarterly basis summarizing all contract Sales for the applicable three month period.

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

9. ARTICLE 9- PRICING

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

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

10. ARTICLE 10- PRICING AUDIT

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

11. ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1. Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2. Discontinued products: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3. New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4. Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced

at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

- 11.5. Product line: Offerors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6. Warranty conditions: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

12. ARTICLE 12- MISCELLANEOUS

- 12.1. Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

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

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

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

- 12.3. Indemnity: The awarded vendor shall protect, indemnify, and hold harmless Region 10 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving Region 10 ESC, its administrators and employees and agents will be in Dallas County, Texas. Any litigation involving Region 10 ESC members shall be in the jurisdiction of the participating agency.
- 12.4. Franchise Tax: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 12.5. Marketing: Awarded vendor agrees to allow Region 10 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 10 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 10 ESC.

- 12.6. Certificates of Insurance: Certificates of insurance shall be delivered to the Region 10 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 12.7. Legal Obligations: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 12.8. Boycott Certification: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 12.9. Open Records Policy: Because Region 10 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

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

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

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

VENDOR CONTRACT SIGNATURE FORM

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

Prices are guaranteed: 120 days from date of contract award

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

Company Name Texthelp

Address 500 Unicorn Park Drive

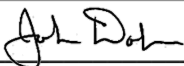
City/State/Zip Woburn, MA 01801

Telephone Number 888-248-0652

Email Address us.info@texthelp.com

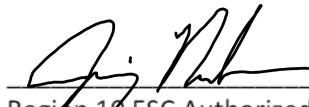
Printed Name Jack Dolan

Title President

Authorized Signature 

Term of contract Sept 1, 2020 to Aug 31, 2021

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



Region 10 ESC Authorized Agent

10/8/2020

Date

Jim Newhouse, Assistant Director, Region 10 ESC

Printed Name of Authorized Agent

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

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

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

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

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

[Type here]

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd

Richardson, TX 75081

Telephone: (972) 348-1110

July 3, 2019

Please respond to the following not later than 5:00 p.m., August 7, 2019.

PROPOSAL RESPONSE to be marked RFP# 2019-08

Proposal For: EdTech Purchasing Cooperative

Page 1 of 16

Education Service Center, Region 10 (ESC-10) is seeking proposals for the procurement of online products and solutions related to K-12 Educational Technology (EdTech). Responses will be accepted by Education Service Center, Region 10 until **5:00 p.m. local time, Wednesday, August 7, 2019**. All times are Central Time.

Vendors should provide competitive pricing and must guarantee that no lower pricing is available to any Texas district. In general, Coop members will reference this RFP when purchasing from the vendor. ESC-10 will not charge a fee to LEAs for participation in the purchasing coop, but will charge an administrative fee to vendors to cover administrative costs. Pricing will be valid through the 2019-20 school year, and may be renewed by mutual agreement between ESC-10 and the vendor for up to four additional terms.

Awarded vendor will make its products and services available to ESC-10 in accordance with the contract negotiated as a result of this procurement and make its pricing available to K-12 school districts and LEAs in the state of Texas through the ESC-10's Ed Tech Purchasing Cooperative.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All responses must be received prior to established deadline at the address listed in the box below. Responses must include 2 hard copies plus one electronic copy on a pin drive and must be plainly marked on outside of envelope:

| | |
|---|--|
| Ms. Sue Hayes Chief Financial Officer Education Service Center, Region 10 400 E Spring Valley Rd Richardson, TX 75081 | RFP #2019-08 EdTech Purchasing Cooperative Response Deadline 5:00 p.m. Wednesday, August 7, 2019 |
|---|--|

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

Invited vendors who do not respond are requested to submit a "no response on information request" to ESC-10 by email to bids@region10.org if they wish to receive future requests. Failure to do so may result in their being deleted from our vendor list. Proposals marked "subject to price change" or "price in effect on date of delivery" will not be considered.

The ESC-10 Board of Directors may approve awarding of this proposal to one or more vendors at the August 21, 2019

meeting.

Calendar of Dates:

Tuesday, July 9
Tuesday, July 9
Tuesday, July 16
Friday, July 26
Wednesday, August 7, 5:00 PM
Wednesday, August 21

First Newspaper Ad
RFP Released
Second Newspaper Ad
Deadline for submitting questions
Deadline for Vendor Response
Award by Region 10 Board

1.0 SCOPE OF SERVICES

Awards resulting from this RFP will be effective for an initial term and will renew automatically for four additional one-year renewal periods (listed below), unless written notice of intent to discontinue is provided by ESC-10 or the awarded vendor(s) at least 30 days prior to the end of the then current award period. Vendor pricing may be adjusted by mutual agreement of ESC-10 and the vendor at renewal periods. Intent to adjust pricing must be provided to ESC-10 by the vendor no later than 90 days prior to the end of the then current award period.

| | | |
|-----------------------|---|---|
| First Term | - | Award Date, through August 31, 2020 |
| First Renewal Period | - | September 1, 2020 through August 31, 2021 |
| Second Renewal Period | - | September 1, 2021 through August 31, 2022 |
| Third Renewal Period | - | September 1, 2022 through August 31, 2023 |
| Fourth Renewal Period | - | September 1, 2023 through August 31, 2024 |

2.0 SPECIAL CONDITIONS

- A. Vendor(s) shall safeguard all information and data provided by ESC-10. Further, vendor(s) shall not sell or make available data or mailing lists compiled from data received from ESC-10 without the express written approval of ESC-10, through the Buyer, with appropriate remuneration to ESC-10.
- B. ESC-10 will consider alternates, but reserves the right to be the sole judge to determine which responses offer the best value in meeting the needs of ESC-10.
- C. Services will be purchased as needs arise and funding allows.
- D. ESC-10 shall be sole interpreter of the terms, conditions, specifications and performance requirements contained herein.
- E. The transfer or assignment of contracts is prohibited.
- F. All delivery charges are to be included in respondent prices.
- G. COMPLIANCE WITH LAW: The respondent will be responsible for compliance with all applicable local, state, and federal laws.
- H. Specifications as written meet ESC-10's minimum standards as to the usage, materials, and contents for our needs and requirements. Specifications received from vendors that are different from the original requirements must meet or exceed original specifications to be considered as equivalent. ESC-10 will be the sole judge of specification equivalency.
- I. Vendor must provide an intellectual property agreement protecting both parties.

3.0 GENERAL TERMS

- A. All contracts and agreements between vendors and ESC-10 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: Uniform Commercial Code, 1990 Official Text, 2/Sales.
- B. Responders are advised that ESC-10 contracts are subject to all legal requirements provided for in Texas Education Code, Chapter 44, Subchapter B, Section 44.031 and/or applicable state and federal statutes. Any proposal after being awarded becomes subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

- C. If product and/or service provided is not satisfactory to ESC-10, agreement can be terminated at any time upon a 30-day written notice.
- D. ESC-10 reserves the right to all warranties, express and implied.
- E. All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.
- F. Patented or copyright protected items: Vendor agrees to protect ESC-10 from recourse and all claims arising from rights under patent, copyright, trademark or application infringement.
- G. It is understood and agreed that ESC-10 reserves the right to make minor modifications to conditions of this request for information due to unforeseen circumstances.
- H. RESPONSES MUST BE MADE ON THE ENCLOSED SHEETS (or as attachments to respond to Specifications).

4.0 CONTACT

All questions should be sent via email to bids@region10.org by Friday, July 26, 2019.

5.0 REFERENCES

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

Company: Keller ISD
Address: 350 Keller Parkway
City/St: Keller, TX

Contact Person: Dr. Gena Koster Phone number: 817 744 1226

Company: ESC Region 11
Address: 1451 S. Cherry Lane
City/St: White Settlement, TX

Contact Person: Linda McDonald Walker Phone number: 817 740 7539

Company: Carroll ISD
Address: 2400 N. Carroll Ave.
City/St: Carroll, TX

Contact Person: Tyisha Nelson Phone number: 817 949 7052

6.0 REJECTION, WITHDRAWAL, MODIFICATIONS OF PROPOSALS AND LATE PROPOSALS

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

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

7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

ESC-10 is willing to assist any Respondent in the interpretation of request provisions or explanation of how request forms are to be completed. If any person contemplating submitting a response to this request is in doubt as to the true meaning of the specifications, or other documents or any part thereof, he/she may submit a written request for clarification to Sue Hayes, Chief Financial Officer, 400 E. Spring Valley Rd., Richardson, TX 75081 or bids@region10.org by Friday, July 26, 2019.

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

8.0 EVALUATION and AWARD OF CONTRACT

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

E. Evaluation Criteria: Percentage Weight:

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

9.0 SPECIFICATIONS

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

1. Product alignment with ESC-10 mission/needs - the proposal must clearly describe how the product/solution assists districts and/or educators address the needs of learners.
2. Quality of product - the proposal must clearly describe how the product/solution is evaluated in terms of:
 - a. Functionality - how well and under what conditions does the product/solution work?
 - b. Ease of Use - what technical support and how much training is needed for end users to fully utilize the product/solution?
 - c. Outcomes - how is the intended impact measured? What are the results?
 - d. Differentiation - what makes this product/solution unique or what distinguishes it in comparison to similar products/solutions?
3. Best Price - the proposal must clearly describe how the product/solution pricing will be the lowest price available to member districts throughout the term of the contract, whether through exclusivity, "most favored nation" status, price match guarantee, or any other method proposed by the vendor.
4. Administrative fee - the proposal must clearly describe the administrative fees to be paid to ESC-10 without passing the cost on to member districts.

10.0 ACKNOWLEDGEMENT OF ADDENDA:

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

| | | | |
|--------------|--|--|--|
| Addendum No. | | | |
| Date | | | |

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

11.0 PROPOSAL

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

Read&Write is a literacy toolbar that makes the web, documents, and files more accessible, allowing students to choose how they access educational content, comprehend it, and communicate their learnings. From reading on-screen text aloud to researching and checking written work, Read&Write makes lots of everyday tasks more achievable for all types of learners.

EquatIO, our digital equation editor, brings personalization to STEM, supporting personalized learning beyond English Language Arts classes. Students can choose from a variety of input methods to create digital math and express their thinking. Plus, with EquatIO's integration with Read&Write, math and STEM can now be read aloud clearly and accurately, making STEM content accessible.

Fluency Tutor allows students to independently record themselves reading a Lexile-leveled passage, which they can share with their teacher - ideal for personalized learning classrooms where students may be reading different passages or working at different paces. Developed with built-in Read&Write supports, students can personalize their approach to reading and comprehension with dictionaries, text-to-speech, and more.

Snapverter is an easy-to-use OCR scanner that transforms inaccessible papers and files into accessible PDFs, ensuring that all teacher resources can be formatted to support a personalized experience. Once the resource is converted into a PDF, students can then use both Read&Write and EquatIO to access and engage with the digital document.

WriQ is an extension for Google Docs that automatically grades papers digitally. It's faster, more accurate and consistent than traditional manual and subjective grading - giving students, parents and teachers clear visibility of writing progress over time against peers and standardized norms.

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

Just like the goal of ESC 10, Texthelp strives to be a trusted, student-focused partner that serves the learning community with responsive, innovative, educational solutions. At Texthelp, we know there's a whole world of avid readers and fluent writers out there waiting for the right support. Our assistive learning solutions help people of all ages achieve their potential by understanding, reading, writing and communicating with greater ease and confidence. Our products are great for people with learning difficulties, dyslexia or visual impairments, English Language Learners (ELL) and those learning English as a Second Language (ESL).

3. Describe how the quality of the product/solution is measured, including the following criteria:

- i. Functionality

Texthelp's product development team definitely tests for functionality and ease of use. They will do this manually for new features, then automated test scripts continually run in case something were to change (due to a chrome update, etc.).

ii. Ease of Use

For Google products, authentication is given through the user's Google login. Deployment is simple by pushing out the extension or the user can download the extension to get started. Where software downloads are available, the install process is similar to any software download for installing to a laptop or other device.

Training is optional and Texthelp has a YouTube Channel where a user can go to watch videos and learn to use the product on their own if they wish. We also sell onsite and webinar training with a professional trainer if the customer is interested. Feedback from customers is that our products are very user friendly.

iii. Outcomes

Read&Write - Data Desk will allow teachers to customize features individual students or entire classes have access to (useful for assessment and differentiation). Individual and Classroom analytics are also available in Data Desk to see usage at the overall or feature specific level. This can be particularly useful for matching up with specific literacy initiatives. Domain wide analytics are also available at the school or district level.

Fluency Tutor for Google has domain reports with student information. Teachers can also track progress over time for each student through the dashboard view.

WriQ - Data analytics are available on a dashboard. The teacher view of the dashboard is available with the administrator and student dashboards coming soon.

iv. Differentiation

Our assistive learning solutions help people of all ages achieve their potential by understanding, reading, writing and communicating with greater ease and confidence. Our products are great for people with learning difficulties, dyslexia or visual impairments, English Language Learners (ELL) and those learning English as a Second Language (ESL).

Texthelp has tools that work together to support all students. There is a major shift happening in education today. Thanks to an increase in education technology, popular teaching frameworks like Universal Design for Learning (UDL), and a growing acceptance of neurodiversity both at school and in the workplace, a new learning environment is emerging - one that is geared towards personalizing the learning experience for each and every student.

At Texthelp, it is our goal to support this new learning environment by equipping schools and teachers with easy-to-use tools that can offer that personalized learning experience. Texthelp has a collection of apps and extensions that work seamlessly together within the G Suite and Windows environments enabling every student to achieve their potential and personalize their very own learning experience.

4. Describe your pricing structure:

a. Describe your standard pricing.

Read&Write

Single Licenses - \$145

Group Licenses - \$12 with a minimum of 150 licenses

District/Domain Licenses - \$1.75 with discounts given to districts over 25,000 students

Large Domain over 50,000 students - \$2.40 per license with a minimum of 10% of the K-12 student population

EquatIO

Single Licenses - \$100

Group Licenses - \$10 with a minimum of 150 licenses; discounts available if district also purchases Read&Write

District/Domain Licenses - \$1.00 with discounts given to districts over 25,000 students or combined with Read&Write purchase.

Large Domain over 50,000 students can purchase for 10% of the K-12 population for \$2/license with discounts available if also purchasing Read&Write.

WriQ

District/Domain Licenses - \$1.00 for K-12 enrollment purchases with discounts available to districts over 25,000 or combined with Read&Write purchase.

Fluency Tutor for Google

Single Teacher License Model:

1-9 Teachers \$99/license

10-50 Teachers \$89/license

51-200 Teachers \$84/license

201+ Teachers \$79/license

District/Domain License Model:

\$1.00 per student for K-12 enrollment. Discounts available to districts over 25,000 students or if the district also purchases Read&Write.

Texthelp Toolkit

Texthelp Toolkit offering includes Read&Write (all versions), EquatIO, Fluency Tutor for Google and Snapverter. Districts can purchase the Toolkit for their K-12 enrollment at \$3.25 (350 student minimum) with discounts available to districts over 25,000.

- b. Describe the pricing proposed for this agreement.

Standard pricing applies unless a district is greater than 25,000 students K-12, then we will apply our discounted pricing model should they wish to purchase for all students in the district.

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

Our standard pricing model is consistent across Texas. Volume discounts based on district size are also consistent across Texas.

- d. Describe how updates/upgrades will be handled under this agreement.

Updates/upgrades are included at no additional cost. Some updates automatically appear for the user. Other updates will be communicated via tech support articles, blogs, email or other communication from Texthelp.

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

We have no implementation fees, hosting fees, storage or support fees.

Professional Development Pricing:

On-Site Training (1 day/6 hours); \$3,000-all inclusive of the trainer's expenses for travel and food.

Remote Training via webinar (3 hours): \$600

Remote Training via webinar (2 hours): \$500

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

Current customers of Texthelp will be awarded the same pricing model as proposed here upon their next renewal.

6. Describe the administrative fee% to be paid to ESC-10 and any revenue sharing structure proposed in this response.

As in line with many of the contracts that we are under in Texas, Texthelp proposes to pay ESC 10 a fee of 1 ½ % for any district contract awarded under this RFP.

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

Employees of Region 10 will be allowed to download and use Read&Write for Google, Read&Write for the iPad, EquatIO, and WriQ under their educator logins at no cost. If an ESC10 employee/consultant working with districts under Region 10 needs to receive a *free of charge*-FOC copy of our software as it relates to their work with ESC10 districts, we will gladly provide that FOC copy upon request.

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

No Geographic Limitations

12.0 BOYCOTT CERTIFICATION

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

13.0 Terrorist State Certification

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

14.0 RESIDENT CERTIFICATION:

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

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

Texas or Non-Texas Resident

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

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

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

| | | |
|-----------------------|-----------------------------|--------------|
| <u>Woburn</u> | <u>MA</u> | <u>01801</u> |
| City | State | Zip Code |
| <u>Texthelp, Inc.</u> | <u>500 Unicorn Park Dr.</u> | |
| Company Name | Address | |

15.0 UNFAIR BUSINESS PRACTICE

Has your company ever been convicted of unfair business practices?

☐ Yes

☒ No

If yes, when: _____

VENDOR PROFILE

Minority/Women Business Enterprise (Required by some participating governmental entities) or HUB
Vendor certifies that his/her firm is a M/WBE [Yes] (No)

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

16.0 SIGNATURE PAGE, DEVIATION or COMPLIANCE NOTATION & FELONY NOTIFICATION

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

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

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

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

☐ Deviations listed

☐ See Attached letter for Deviations

☒ No Deviations

Having carefully examined the Request for Proposal's, terms and conditions, specifications and proposal form, the undersigned hereby proposes and

agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

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

FELONY NOTIFICATION

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

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

NOTE - Use this form. If necessary to go into details, attach a letter.

Exclude Federal and State Taxes.

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

Proposals received after the time and date specified will not be accepted.

Term Discount: _____ Date: 8/5/19

COMPANY NAME Texthelp Inc.

SIGNATURE 

(Must be able to sign contracts to obligate company)

TYPED NAME Jack Dolan

TITLE President

ADDRESS 500 Unicorn Park Drive Woburn, MA 01801

Email Address: j.dolan@texthelp.com

PHONE (888) 248-0652

FAX () _____

N/A

17.0

NOTICE OF NO RESPONSE
TO REQUEST

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

(Check below)

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

EXPLANATION FOR "NO" BID ON PROPOSAL:

Company: _____ Phone: _____

Address: _____ Fax: _____

Email Address: _____ Website Address: _____

Signature of Bidder's Representative: _____

Typed/Printed Named: _____

Title: _____ Date: _____

Thank you for your assistance.

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

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

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

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

☐ NO ☒ YES

If vendor checks yes, the following will apply:

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

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

Signature 

Printed Name Jack Dolan

Company Name Texthelp Inc. Date 8/5/19

19.0 REGION 10 ESC PROPOSER/VENDOR CERTIFICATION FORMS

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

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

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

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


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

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

Does vendor agree? YES X 
Initials of Authorized Representative of Vendor


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

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

Does vendor agree to abide by the above? YES X 
Initials of Authorized Representative of Vendor

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

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

Does vendor agree to abide by the above? YES X 
Initials of Authorized Representative of Vendor

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with

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

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

Does vendor agree? YES X 
Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES N/A 
Initials of Authorized Representative of Vendor

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

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

Does vendor agree? YES N/A 
Initials of Authorized Representative of Vendor

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

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

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

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

declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES ☒ 

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

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

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

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

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

Does vendor agree? YES---- ☒ 

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

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

Does vendor agree?

YES ☒  Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does vendor agree?

YES ☒  Initials of Authorized Representative of Vendor