

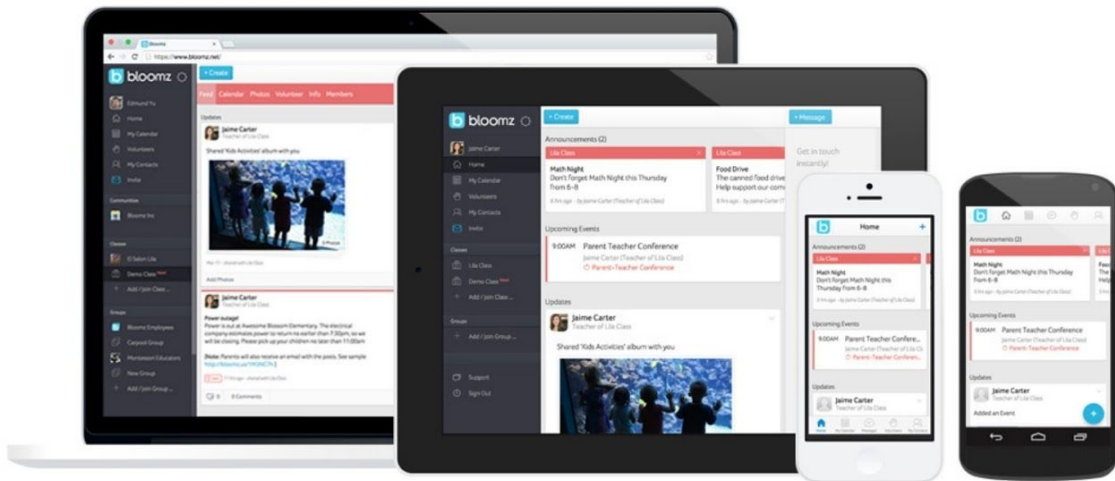


**In Response to:** R10-1108 - Digital Organization, Communication and Engagement Solutions

**Submitted To:** Education Service Center Region 10

**Submitted By:** Bloomz Inc  
PO Box 6  
Redmond, WA 98073 - 0006

## One App for All School Communication



# REQUEST FOR PROPOSAL FOR DIGITAL ORGANIZATION, COMMUNICATION AND ENGAGEMENT SOLUTIONS

## EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd  
Richardson, TX 75081  
Telephone: (972) 348-1110



Publication date	10/02/2020
Product or service	Digital Organization, Communication and Engagement Solutions
RFP #	R10-1108
Proposal due date	11/05/2020
Proposal submittal location	<a href="https://region10.bonfirehub.com/portal/?tab=login">https://region10.bonfirehub.com/portal/?tab=login</a>
Principle contract officer	Ms. Sue Hayes Chief Financial Officer
Public opening location	Region 10 ESC 400 East Spring Valley Rd Richardson, TX 75081

Education Service Center, Region 10 (“Region 10 ESC”) is seeking proposals for the procurement of Digital Organization, Communication and Engagement Solutions. Responses will be accepted until 2 pm on November 5, 2020. All times are Central Standard Time.

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at [clint.pechacek@region10.org](mailto:clint.pechacek@region10.org) by 4:00 pm on November 4, 2020 to receive an invitation. Requests for an invitation after that time will not be accepted. The bid opening will begin at 2 pm Central Time on November 5, 2020 after all submissions have been received.

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

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

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

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. Region 10 reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single national supplier will be given for vendors who respond with value that separates the vendor from other respondents within the competitive range.



## **MASTER AGREEMENT**

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Master Agreement for Digital Organization, Communication and Engagement Solutions for use by public agencies supported under this contract. Region 10 ESC, as the Lead Agency, as defined in Attachment A, has come together with the Equalis Group to make the resultant contract (also known as the “Master Agreement”) from this Request for Proposal available to other public agencies not only locally, but also nationally, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization (“Public Agencies”), for the public benefit through the Equalis Group’s cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Master Agreement.

Access to the Master Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group’s cooperative purchasing program. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor (“Supplier”) that promotes the successful vendors’ products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to multiple competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Equalis Group documents (Attachment A).



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## **A. INTRODUCTION**

### **I. Background on Region 10 Education Service Center**

Region 10 Education Service Center (“Region 10 ESC” herein “Lead Agency”) on behalf of itself and, potentially, all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agencies”) solicits proposals from qualified Respondents to enter into a Vendor Contract (“contract”) for the goods or services solicited in this invitation.

Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

### **II. What is the role of Equalis Group**

Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the participating member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

### **III. Purpose of Region 10 ESC**

The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10’s intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

### **IV. Customer Service**

1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.
3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

## B. SCOPE

### **Products and Services Covered:**

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of Digital Organization, Communication and Engagement Solutions. Respondents are encouraged to propose their complete catalog, products and services where available, including but not limited to the following:

#### Messaging & Communication

Campus-wide communication and notifications, allowing teachers, students, parents, and administration to communicate and collaborate. Solutions can include integrated text messaging, web-based software, phone and other applications, and any other platform that allows secure communication.

Types of communication may include but are not limited to general alerts and notifications; security alerts; two-way communication; events; news; and any other type of communication between students, parents, and school staff. Vendors may offer solutions for any or all of the solutions listed below to be considered.

#### Hybrid Classrooms, Remote Learning & Web Conferencing

Software and overall solutions that allow teachers, students, parents, and administration to openly collaborate for the purpose of classroom learning and other functions supporting the learning environment.

#### Organization, Tracking & Documentation

- Calendar tracking and scheduling
- Customized forms, sign-up forms, permission slips and documentation
- Other organization, tracking and documentation solutions

#### Other Solutions

- Emergency/security notifications to the following recipients:
  - Campus-wide staff and students
  - Key administration personnel
  - Parent and key-stakeholder
  - Law enforcement and emergency personnel
- Entry tracking and notifications
- Health and wellness, including COVID19/influenza and other illness contact tracing, notifications and tracking solutions
- Behavioral health management solutions
- Athletics solutions

## C. KEY DEFINITIONS

**Days:** means calendar days.

**Lead agency:** means Region 10 in its capacity as the government entity advertising, soliciting, evaluating and awarding the contract.

**Procurement:** means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

**Responsive Respondent:** means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

**Solicitation:** means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

**Specifications:** means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

**Vendor:** means any provider or seller of goods and/or services that has a contractual relationship with Equalis Group or Region 10 ESC.

## D. GENERAL TERMS AND INSTRUCTIONS TO RESPONDENTS

### SUBMISSION FORMAT AND COMMUNICATION

It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

- I. **Response Submission:** All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.  
Sealed responses may be submitted on any or all items, unless stated otherwise. Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the participants in Region 10 ESC and to waive any informality in the proposal process. Participating agency or entity also reserves the right to cancel solicitation and reject any or all proposals if it is advantageous to the school district. Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Appendix F, Doc #17).
- II. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested. Responses should be consolidated into one PDF



file for the RFP response, one PDF file for the Attachment A (Equalis Group Exhibits) response and one Excel file for the Attachment B (pricing) response.

- III. **Time for receiving proposals:** Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.
- IV. **Inquiries and/or discrepancies:** Questions regarding this solicitation must be submitted [in](#) the Bonfire procurement application. All questions and answers will be posted to [the Bonfire procurement application](#). Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.
- V. **Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

1. Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
2. Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC’s Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC’s representatives. Communication with any employee of Equalis Group

VI. **Addenda:** if required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

VII. **Calendar of events (subject to change):**

<b>Event</b>	<b>Date:</b>
Issue RFP	10/02/2020
Deadline for questions	10/22/2020
Issue Addendum/a (if required)	10/23/2020
Proposal Due Date	11/05/2020
Approval from Region 10 ESC	12/18/2020
Contract Effective Date	01/01/2021

**CONDITIONS OF SUBMITTING PROPOSALS**

VIII. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

IX. **Withdrawal of proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

X. **Clarifications:** Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Respondents’ proposals or prices.

XI. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror’s most recent prior offer will be considered to be its Best and Final Offer.

- XII. Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
- XIII. Quality of Materials or Services:** Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.
- XIV. Samples:** Upon request, samples shall be furnished to Region 10 ESC free of cost within seven (7) days after receiving notice of such request. By submitting the proposal Respondent certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Submissions may be rejected for failing to submit samples as requested.
- XV. Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.
- XVI. Change Orders:** The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.
- XVII. Manufacturer's Representative:** Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.
- XVIII. Formation of Contract:** A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.

XIX. **Estimated Quantities:** Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The total annual volume for this contract category is estimated to be over \$25 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

XX. **Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.

XXI. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

#### **AWARD PROCESS**

XXII. **Award or rejection of proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the best value and most advantageous to participating agencies, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

XXIII. **Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

##### **Products/Pricing & Services Provided (40 Points)**

1. All product and services available
2. Pricing for all available products and services
3. Ability of Customers to verify that they received contract pricing
4. Payment methods
5. Other factors relevant to this section as submitted by the Respondent

##### **Performance Capability (30 Points)**

1. Ability to provide products and services nationally
2. Response to emergency requests
3. History of meeting the products and services timelines
4. Ability to meet service needs of members
5. Customer service/problem resolution
6. Invoicing process
7. Contract implementation/Customer transition
8. Financial condition of vendor
9. Website and software ease of use, availability, and capabilities

10. Instructional materials
11. Other factors relevant to this section as submitted by the Respondent

**Qualification and Experience (20 Points)**

1. Respondent reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 10 ESC and/or Region 10 ESC members
4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 3 customer references relating to the products and services within this RFP
10. Certifications in the Industry
11. Company profile and capabilities
12. Other factors relevant to this section as submitted by the Respondent

**Value Add (10 Points)**

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the Respondent

XXIV. **Competitive Range:** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXV. **Evaluation:** A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

XXVI. **Past Performance:** A vendor's performance and actions under previously awarded contracts regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

XXVII. **Taxes (State of AZ Respondents only):** All applicable taxes in the offer will be considered by the School District/public entity when determining the lowest proposal or evaluating proposals, except when a responsive Respondent which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Respondents in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

**PROTEST OF NON-AWARD**

XXVIII. **Protest Procedure:** Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with *Ms. Sue Hayes at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081*. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <https://pol.tasb.org/Policy/Code/374?filter=EF>, and it must be on a form provided by Region 10 ESC, which will include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
5. Any protest review and action shall be considered final with no further formalities being considered.

#### **NON-COLLUSION, EMPLOYMENT AND SERVICES**

XXIX. **By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:**

6. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
7. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

#### **LIMITATION OF LIABILITY**

XXX. **Waiver:** BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXI. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

## Appendix A: QUESTIONNAIRE

### COMPANY PROFILE

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

**Bloomz Inc.**

2. What is your company's Dun & Bradstreet (D&B) number?

**097157576**

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

**21445 NE 1st Pl, Sammamish, WA 98074**

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

**March 20, 2013**

5. Who is your competition in the marketplace?

**Bloomz is the only app in the market to offer an all-inclusive app for all communication, coordination and community building needs for classrooms, schools and districts by including many tools that other point apps offer in isolation. For example, Bloomz directly competes with various teacher/parent/student messaging applications such as *Remind*; Behavior Management applications such as *Kickboard*, *Class Dojo & Live School*; Student Portfolio/Assignment providers like *Seesaw* and District communication tools like *SchoolMessenger*. However, Bloomz puts all these tools and more in one app which increases student and parent engagement, saves time for teachers and administrators and protects the privacy and security of the data.**

6. What are your overall annual sales for last three (3) years?

**2017 - \$73937.64**

**2018 - \$339390.87**

**2019 - \$771253.53**

**2020 - \$900418.05 (YTD Q3 2020)**

7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

**Not Tracked**

8. What differentiates your company from competitors in the public sector?

**Bloomz delivers a rich set of communication, coordination and community-building tools in a single, easy to use web-based and mobile application, that enables schools and districts to unify their communication strategy by reducing the number of apps needed for effective communication at the district, school, classroom, and teacher-to-parent levels. Furthermore, our partnership with Austin, Texas-based, *The Scholastic Network*, provides a unique and complementary solution to further inform, inspire and create**

**community in schools with effective, dynamic content and best-in-class technology with unparalleled combined functionality.**

9. Please provide your company’s environmental policy and/or sustainability initiative.

**Not Applicable**

10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

<input type="checkbox"/>	Yes
<input checked="" type="checkbox"/>	No

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?

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

11. Diversity Vendor Certification Participation - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE  Yes  No  
List certifying agency: \_\_\_\_\_

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

Respondent certifies that this firm is a SBE or DBE  Yes  No  
List certifying agency: \_\_\_\_\_

c. Disabled Veterans Business Enterprise (DVBE)



Respondent certifies that this firm is an DVBE  Yes  No  
 List certifying agency: \_\_\_\_\_

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB  Yes  No  
 List certifying agency: \_\_\_\_\_

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone  Yes  No  
 List certifying agency: \_\_\_\_\_

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder  Yes  No  
 List certifying agency: \_\_\_\_\_

**PRICING/PRODUCTS/SERVICES OFFERED:**

12. Please outline your products and services being offered, including the features and benefits and how they address the scope being requested herein.

**Please see Addendum 'A'**

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

**Bloomz believes in seamless integration with various systems that are part of the existing school district ecosystem and, due to a well-defined framework, integrates with those existing systems. Bloomz is architected with distinct API's and it currently uses those systems.**



**SIS Systems:** Bloomz integrates with SIS systems to seamlessly roster the classrooms, staff, students, and parents. It also can be integrated for attendance, grade book, lunch balance notifications, etc. This year, Bloomz will release out-of-box integrations with many of the industry-leading SIS systems and they will be included as part of this RFP.

**LMS Systems:** Bloomz supports out-of-box integration with Google Classroom and other integrations with MS Teams, Canvas, Schoology etc are in the roadmap to be released this year.

**Live Classrooms:** Bloomz is in the process of releasing the out-of-box integration with Google Meet this quarter and other integrations with MS Teams, Zoom etc are in the roadmap to be released later this year.

**Calendars:** Streamline all your existing calendars with reminders right into Bloomz without having to manually recreate your calendars. Parents, staff and even students can receive all their unified calendars in one Bloomz app.

**Other systems:** Bloomz can roster data from Clever etc. It can integrate with other existing systems such as our on-campus communications partner (Scholastic Network), pull data from systems that need to send any notifications to various stake holders.

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

**Please see Addendum 'B'**

15. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

**Yes**

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

<input checked="" type="checkbox"/>	Yes
<input type="checkbox"/>	No

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

17. Does pricing submitted include the required administrative fee?

<input checked="" type="checkbox"/>	Yes
<input type="checkbox"/>	No

18. Define your standard terms of payment

**Bloomz invoices the customer's first full year subscription and payment is due within 30 days. Each subsequent year we will invoice the customer 30 days prior to the beginning of the new term, and payment is due by the start date of the new year. At the end of each year during the term of this contract,**

expressed in writing within the 60 days prior to the expiration of the current contract. Any changes in pricing will be notified to you in writing, prior to your annual billing or renewal.

**Note: Customers can cancel in writing within 30 days with no obligation. Beyond the first 30 days, customers can terminate the contract to discontinue service, however, payment for full contractual amount is due within 30 days from cancellation.**

**PERFORMANCE CAPABILITIES:**

19. States Covered - Respondent must indicate any and all states where products and services are being offered.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

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

All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> American Samoa                    | <input type="checkbox"/> Midway Islands          | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Federated States of<br>Micronesia | <input type="checkbox"/> Northern Marina Islands |  |
| <input type="checkbox"/> Guam                              | <input type="checkbox"/> Puerto Rico             |  |

20. List the number and location of offices, or service centers for all states being proposed in solicitation.

**Bloomz operates one headquarters that includes our service center in Sammamish, WA.**

21. Distribution Channel: Which best describes your company's position in the distribution channel:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor         | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller           | <input type="checkbox"/> Other                                   |

22. Provide relevant information regarding your ordering process including the ability for purchasing group members to verify they are receiving contract pricing.

**Once a contract is completed (and PO is received, if relevant), customer invoices are sent directly from our finance department to the designated contract signee, unless otherwise requested by the purchasing group.**

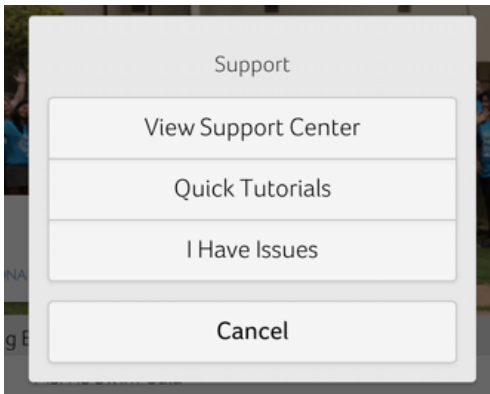
23. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)

**Please see Addendum 'C'**

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

**Bloomz takes tremendous pride in customer satisfaction and continually aims to provide best-in-class service & support. We operate one customer service center Monday-Friday (9am-5pm PST) & on Sat-Sun (for emergencies and high priority escalations). While our product is incredibly intuitive (mobile app similar to social media apps), we have multiple channels through which the customer can directly contact our Bloomz Customer Support Center:**

- 1. Send a direct message to Support from within the Bloomz app**



- 2. Send email to [support@bloomz.com](mailto:support@bloomz.com) (24-hour max response time)**  
**3. Contact through the chatbot on the [bloomz.com/schools](http://bloomz.com/schools) website**  
**4. Contact through the Bloomz Facebook Page**  
**5. Contact through Bloomz Twitter**  
**6. Dedicated Bloomz Account Manager for escalations and/or emergencies**

**Bloomz also features a robust suite of on-demand, self-service support resources. These are described in greater detail in Exhibit A.**

25. Provide your safety record, safety rating, EMR and worker's compensation rate where available

**Not Applicable - we do pay compulsory WA L&I (worker's compensation ) & rate is 0.1396/hourly**

26. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.
- Sales reports can be quickly and easily generated by our finance team monthly or on an as needed basis when requested by Equalis Group. All accounts, price agreements and invoices secured under this award will reflect contract R10-1108 and tracked on a detailed line item monthly report showing the dollar volume of all product sales for the previous month**
27. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
- Most of the reports related to attendance, behavior, & school-related communications are available to authorized administrators directly from within the Bloomz application. Our customer success team will be available to accommodate any necessary management reports as needed.**

**QUALIFICATION AND EXPERIENCE:**

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

Executive Contact

Contact Person: **Chakrapani Appalabattula**

Title: **Founder/CEO**

Company: **Bloomz**

Address: **P.O. Box 6**

City: **Redmond** State: **WA** Zip: **98073 - 0006**

Phone: **425-615-4180** Fax:

Email: **chaks@bloomz.com**

Account Manager / Sales Lead

Contact Person: **Brian Olinger**

Title: **Director of Partnerships**

Company: **Bloomz**

Address: **P.O. Box 6**

City: **Redmond** State: **WA** Zip: **98073 - 0006**

Phone: **740-502-4737** Fax:

Email: **brian@bloomz.com**

Contract Management (if different than the Sales Lead)

Contact Person: **N/A**

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Billing & Reporting/Accounts Payable

Contact Person: **Vai Punniamoorthy**

Title: **Director of Finance**

Company: **Bloomz**

Address: **P.O. Box 6**

City: **Redmond** State: **WA** Zip: **98073 - 0006**

Phone: **425-615-4180** Fax:

Email: **vai@bloomz.com**

Marketing

Contact Person: **Horacio Ochoa**

Title: **Director of Marketing**

Company: **Bloomz**

Address: **P.O. Box 6**

City: **Redmond** State: **WA** Zip: **98073 - 0006**

Phone: **425-523-6555** Fax:

Email: **horacio@bloomz.com**

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

**1. Fort Sam Houston ISD**

**Dr. Roland Rios, Director of Technology**

**San Antonio, TX**

**210.368.8755**

**Bloomz Premium subscription began July 2020**

**Service provided for all staff, students & parents at 5 site locations**

**2. Friona ISD**

**Trish Winebrinner, Technology Coordinator**

**Friona, TX**

**806.250.5900**

**Bloomz Premium subscription began July 2019**

**Service provided for all staff, students & parents at 4 site locations**

**3. KIPP Mosaic Primary School**

**Ryan Presley, Principal**

**281.723.8455**

**Houston, TX**

**Bloomz Premium subscription began July 2020**

**Service provided for all staff, students & parents at single site location**

**4. Dallas ISD**

**Irma De La Guardia, Principal**

**972.794.1500**

**Dallas, TX**

**Bloomz Premium subscription began July 2020**

**Service provided for all staff, students & parents at single site location**

**5. Dallas ISD**

**Soraya Gollop, Community Liaison**

**214.883.5347**

**Dallas, TX**

**Bloomz Premium subscription began August 2018**

**Service provided for all staff, students & parents at single site location**

**6. Dallas ISD**

**Jonatan Romero, Principal**

**972.794.2900**

**Dallas, TX**

**Bloomz Premium subscription began August 2020**

**Service provided for all staff, students & parents at single site location**

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

Cooperative/GPO Name	Contract Number	Expiration Date
<u>Erie 1 BOCES (NY)</u>	<u>RIC-029-2021</u>	<u>June 30th, 2023</u>
<u>Utah Division of Purchasing (UT)</u>	<u>AR3355</u>	<u>March 9th, 2025</u>



31. 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).

**Bloomz is proud to share that we have been awarded, within the last 6 months, statewide contracts from both the Erie 1 BOCES (NY) & Utah Division of Purchasing (UT). Through both of these contracts we've successfully sold Bloomz Premium to a number of schools & districts in both New York and Utah in just the first few months of the contract. With our Erie 1 BOCES contract, we work directly with their BOCES/WNYRIC staff for pricing quotes, contracts as well as product implementation, training & onboarding. Requested contact information is as follows:**

- 1. Erie 1 BOCES:** Michelle Okal-Frink, Director ([mokal@e1b.org](mailto:mokal@e1b.org))
- 2. Utah Division of Purchasing:** Solomon Kingston, State Contract Analyst ([skingston@utah.gov](mailto:skingston@utah.gov))

32. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

**Not Applicable**

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

**None**

34. 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 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

**VALUE ADD:**

35. Detail how your organization plans to market this contract within the first 90 days of the award date.

**Upon award, Bloomz will work with Equalis Group to aggressively promote the Lead Agency Agreement through different means, including:**

- a. A co-branded press release
- b. Social media
- c. Email campaigns
- d. Collateral pieces (digital or printed)

- e. Digital advertising
- f. Participation in trade shows
- g. Dedicated web page with:
  - i. Equalis Group and Region 10 ESC Logo
  - ii. Link to Equalis Group and Region 10 ESC website
  - iii. Summary of contract and services offered
  - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
- h. Announcement within your firm, including training of the agreement with your national sales force

36. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

**Yes, approved.**

37. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

**Bloomz is willing to aggressively invest in the success of this contract. Based on the Equalis Group's contract value estimated at \$25 million over three years, we anticipate an initial investment of the following:**

<b>\$ 150K</b>	<b>in year one</b>
<b>\$ 500K</b>	<b>in year two</b>
<b>\$ 1.5 million</b>	<b>in year three</b>

38. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

**We request that our sales lead, Brian Olinger, be the Bloomz primary point of contact for all matters and he will coordinate with other Bloomz internal stakeholders as needed.**

## **Appendix B: PRICING**

### **Attachment B**

Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free in order to be made available under the contract.

Pricing must be entered into each worksheet within the Attachment B as follows:

#### Products/Services Price List

- Please provide all individual product/service pricing here.
- All relevant columns in this worksheet should be completed. Incomplete fields or columns may be deemed unresponsive at the sole discretion of Region 10 ESC.

#### Other Pricing & Discounts

- This worksheet is provided as a supplement to allow respondents to provide pricing by category or other broad definition in addition to or in lieu of the Products/Services Price List.
- Respondents may provide a calculation for pricing on all products available under the scope of this RFP. The calculation should be based on a discount from a verifiable price list or catalog. Cost plus a percentage as a primary method is not allowed.
- Additional services such as installation, tech support, training, and other services not already included in the Products/Services Price list should be provided in this worksheet.
- All other discounts may be provided here

### **Not to Exceed Pricing**

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

### **Other Discounts or Enhanced Pricing**

Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.

### **Other Restrictions and Fees**

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

**Appendix C: CERTIFICATES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

**Appendix D: 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.

## Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of 11-04-2020, by and between Bloomz Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Digital Organization, Communication and Engagement Solutions ("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 **Education Service Center, Region 10, 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 Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, 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.
- Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## ARTICLE 3- REPRESENTATIONS AND COVENANTS

**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.

**Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

**Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

## ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent 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) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal 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. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **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:

- 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, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

## 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:

- 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. 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.

5.2 **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.

5.3 **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.

5.4 **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

5.5 **Standard Cancellation:** 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.

## **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 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member 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.

## **ARTICLE 7- DELIVERY PROVISIONS**

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped 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 all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

**ARTICLE 8- BILLING AND REPORTING**

8.1 **Payments:** The participating 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 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at [info@equalisgroup.org](mailto:info@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

<b>Member Data</b>	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
<b>Distributor Data</b>	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
<b>Product Data</b>	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
<b>Spend Data</b>	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required

	Admin Fee % *required
	Admin Fee \$ *required

## ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

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 Lead Agency 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 manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is 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 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 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 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 participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. 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 Equalis Group.

## ARTICLE 11- PROPOSER 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 Participating 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:** Vendors 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 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

### ARTICLE 13- MISCELENOUS

13.1 **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 in the subsequent fiscal year."

13.2 **Disclosures:** Vendor 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.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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.

13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of 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 either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo

or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member’s release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations:** It is the Respondent’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.

13.9 **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.

13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity

and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

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



**CONTRACT SIGNATURE FORM**

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

Prices are guaranteed: **120 days**

Company name

Bloomz Inc.

Address

21445 NE 1st Pl

City/State/Zip

Sammamish, WA 98074

Telephone No.

425-615-4180

Fax No.

Email address

chaks@bloomz.com

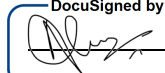
Printed name

Chakrapani Appalabattula

Position with company

Founder/CEO

Authorized signature

DocuSigned by:  
  
6EDCA160A0924CF...

**Term of contract** \_\_\_\_\_ **to** \_\_\_\_\_

Unless otherwise stated, all contracts are for a period of three (3) years 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** \_\_\_\_\_

**Appendix F: ADDITIONAL REQUIRED DOCUMENTS**

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

**FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:**

- DOC #11 Arizona Contractor Requirements

**FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:**

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

**GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

- DOC #17 General Terms & Conditions and Acceptance Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**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: Bloomz Inc

Title of Authorized Representative: Director of Partnerships

Mailing Address: 21445 NE 1st Pl, Sammamish, WA 98074

Signature: *Brian Olinger*

**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: Bloomz Inc.

Title of Authorized Representative: Director of Partnerships

Mailing Address: 21445 NE 1st Pl, Sammamish, WA 98074

Signature: *Brian Olinger*

**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.

*Brian Olinger*

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

11-04-2020

\_\_\_\_\_  
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.

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### **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.

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### **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.

*Brian Olinger*

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Signature of Respondent

11-04-2020

---

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** Bloomz Inc

**ADDRESS** 21445 NE 1st Pl, Sammamish, WA 98074

**PHONE** 425-615-4180

**FAX** \_\_\_\_\_

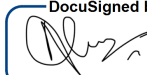
**RESPONDANT**

Brian Olinger  
Signature

Brian Olinger  
Printed Name

Director of Partnerships  
Position with Company

**AUTHORIZING OFFICIAL**

DocuSigned by:  
  
Signature  
6EDCA160A0924CF...

Chakrapani Appalabattula  
Printed Name

Founder & CEO  
Position with Company

## **DOC #6 IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)



**DOC #7 BOYCOTT CERTIFICATION**

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

**DOC #8 TERRORIST STATE CERTIFICATION**

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

**DOC #9 RESIDENT CERTIFICATION:**

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

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

Texas or Non-Texas Resident

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

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

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

Bloomz Inc	21445 NE 1st PI	Com
pany Name	Address	
Sammamish	WA	98074
State	Zip	City

**DOC #10 FEDERAL FUNDS CERTIFICATION FORM**

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

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

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

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

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

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

Does vendor agree? B.O.  
(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? B.O.  
(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? B.O.  
(Initials of Authorized Representative)

**4. Davis-Bacon Act:**

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

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

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

Does vendor agree? B.O.  
(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? B.O.  
(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? B.O.  
(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? B.O.  
(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does vendor agree? B.O.  
(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? B.O.  
(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? B.O.  
(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? B.O.  
(Initials of Authorized Representative)

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

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

Does vendor agree? B.O.  
(Initials of Authorized Representative)

**13. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? B.O.  
(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.

Bloomz Inc.  
Company Name

Brian Olinger  
Signature of Authorized Company Official

Brian Olinger  
Printed Name

Director of Partnerships  
Title

11-04-2020  
Date

**DOC #11          ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

*Brian Olinger*

11-04-2020

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Signature of Respondent

Date

**DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Bloomz Inc.  
**Street:** 21445 NE 1st Pl  
**City, State, Zip Code:** Sammamish, WA 98074

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Chakrapani Appalabattula, an authorized representative of Bloomz Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
<del>Name</del> Chakrapani Appalabattula	21445 NE 1st Pl Sammamish WA 98074	33%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

DocuSigned by:  
  
 \_\_\_\_\_  
**Authorized Signature and Title**

11-04-2020  
 \_\_\_\_\_  
**Date**



DOC #13 NON-COLLUSION AFFIDAVIT

Company Name: BLOOMZ INC.  
Street: 21415 NE 1st Pl, SAMMAMISH, WA, 98074  
City, State, Zip Code:

State of New Jersey

County of \_\_\_\_\_

I, CHAKRAPANI APPALABATTUVA of the SAMMAMISH  
Name City

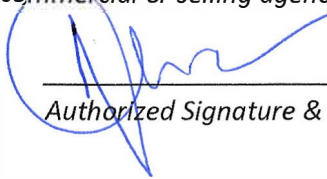
in the County of KING, State of WASHINGTON of full age, being duly sworn according to law on my oath depose and say that:

I am the FOUNDER & CEO of the firm of BLOOMZ INC.,  
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

BLOOMZ INC  
Company Name

 FOUNDER & CEO  
Authorized Signature & Title

Subscribed and sworn before me

this 4 day of November, 2020

Notary Public of New Jersey Washington  
My commission expires 10/25/2022

SEAL



**DOC #14      AFFIRMATIVE ACTION AFFIDAVIT      (P.L. 1975, C.127)**

**Company Name:** Bloomz Inc  
**Street:** 21445 NE 1st Pl  
**City, State, Zip Code:** Sammamish, WA 98074

**Bid Proposal Certification:**

*Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.*

**Required Affirmative Action Evidence:**

*Procurement, Professional & Service Contracts (Exhibit A)*

*Vendors must submit with proposal:*

- 1.            *A photo copy of their Federal Letter of Affirmative Action Plan Approval* \_\_\_\_\_  
          OR
- 2.            *A photo copy of their Certificate of Employee Information Report* \_\_\_\_\_  
          OR
- 3.            *A complete Affirmative Action Employee Information Report (AA302)* \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. *No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form \_\_\_\_\_ AA201-A upon receipt from the Harrison Township Board of Education*

B. *Approved Federal or New Jersey Plan – certificate enclosed* \_\_\_\_\_

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

*Brian Olinger*  
\_\_\_\_\_  
**Authorized Signature and Title**

11-04-2020  
**Date**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

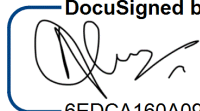
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

DocuSigned by:

A handwritten signature in black ink, appearing to be "A. L. ...", enclosed within a blue DocuSign signature box.

6EDCA160A0924CF...

Signature of Procurement Agent

**DOC #15 C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee\*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

8. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”







**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Sole Proprietorship

Limited Liability

Limited Partnership

Partnership

Corporation

Limited Liability

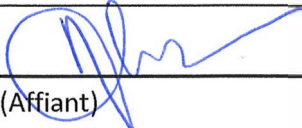
Subchapter S

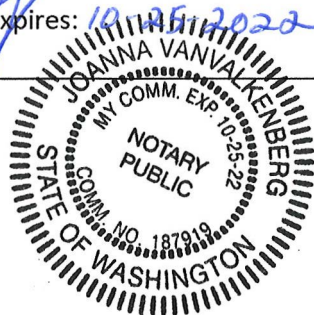
Corporation

Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: CHAKRAPANI APPALARATTULA	Name:
Home Address: 21445 NE 15 <sup>th</sup> PL SAMMAMISH, WA, 98074	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>4</u> day of <u>November</u> , 2020	 _____ (Affiant)
(Notary Public)	<u>CHAKRAPANI APPALARATTULA</u> _____ (Print name & title of affiant)
My Commission expires: <u>10-25-2022</u>	(Corporate Seal)



**DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

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

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

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

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

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

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

## **ATTACHMENTS**

ATTACHMENT A: Equalis Group Exhibits

ATTACHMENT B: Pricing

ATTACHMENT C: State Notice



ADDENDUM 'A'

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## Introduction:

Founded in 2013 as a free app for teachers designed to streamline communication and effectively increase parent engagement, Bloomz has since rapidly grown to become a robust unified communication platform for entire schools & districts.

Over the last two decades, it's been common practice among schools & districts to progressively adopt a suite of tools/apps to facilitate the distribution of various types of communication in order to meet the diverse needs of multiple stakeholders at varying levels across campus. As an unintended consequence, thousands of schools and/or districts are now plagued with widespread proliferation of communication tools with overlapping features that often results in siloed channels of information causing confusion, frustration, and perhaps worst of all, parental disengagement. This is especially problematic as 30+ years of research clearly demonstrates parental engagement is #1 influence on student outcomes.

Bloomz, however, has been thoughtfully & elegantly designed to support all communication types at the district, school & classroom levels with a unified approach. As proof of those merits, Bloomz has been adopted in over 29,000 schools nationwide, with more than 1,800 in Texas alone and simultaneously voted by industry leaders as the best school communication app for the last four years in a row.



**2017 Best**  
Parent-Teacher/School  
Communication App or Tool



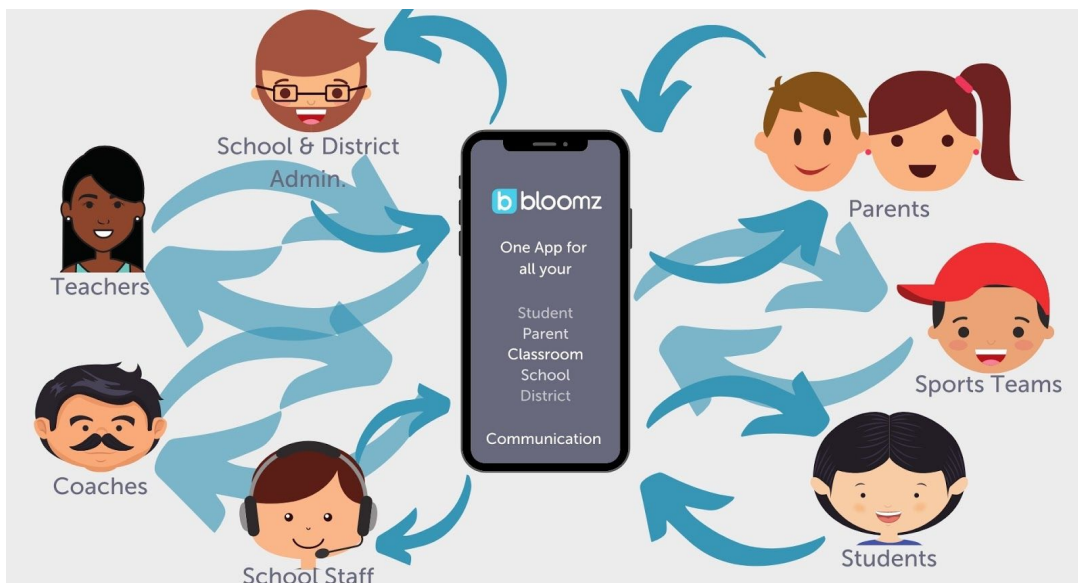
**2018 Best**  
Parent-Teacher/School  
Communication App or  
Tool



**2019 Best Student/Parent**  
Solution Cool Tool

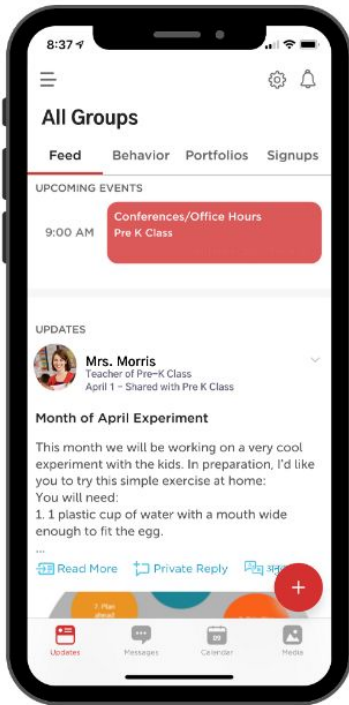


**2020 Best School**  
Communication  
Solution



## Products and Services Covered:

### Messaging & Communications -



Bloomz is the only tool on the market designed to engage every member on campus through a single mobile or web-based app while providing specialized communication tools at the district, school site, classroom and individual group/sub-group level. Tools & permissions dynamically change based on user role (ex: District Administrator, Site Administrator, Teacher, PTA President, Staff, Parent, Student). Posting, photo/video sharing, announcements, and urgent alerts can be sent to an entire district or specific sites/classes/groups and further refined to include only specific user roles. Bloomz accounts are registered to email and/or primary & secondary phone numbers which allows for multiple notification preferences including SMS Text, Email, Push (mobile app), and robocall.

Bloomz is highly configurable and supports multiple classroom modes to meet the varying demands of different age groups. For example, Middle/High School mode enables individual student account access to stay plugged in to school/class information feeds, events, assignment due dates as well as scheduling office hours or sending two-way communication to teachers. All administrators have full access to the communications in their communities, allowing them to flag and delete undesired content.

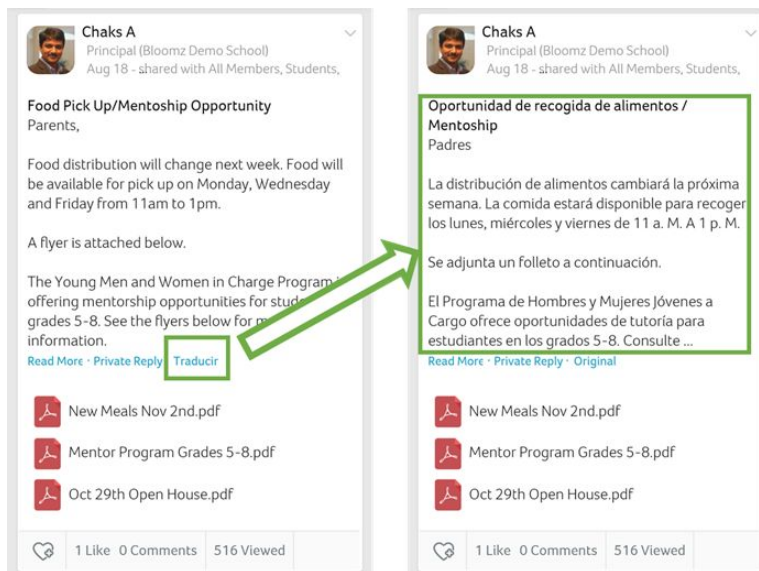
*"When we announced that we'd be welcoming back some students, for example, we put the information out on all five of our websites, Twitter, Facebook, and Bloomz. It was Bloomz that exploded, however. It had the highest level of engagement and I was immediately answering questions left and right. And that's a good thing! I could have silenced comments and questions with the push of a button, but the impromptu Q&A session provided healthy transparency that gave us an opportunity to provide a lot more clarity in the moment."*

**- Dr. Roland Rios,  
Director of Technology, Ft. Sam Houston ISD**



## Language Translation -

Bloomz automatically delivers language translation for 104+ languages without any additional requirements placed on the message sender. Each Bloomz user will have his/her account set to receive communication in their chosen preferred language (\*this can also be automated through SIS integration), allowing the sender to reach multiple language speakers at once with a single communication. This is an essential component to eliminate language barriers and deliver equity of access for all.



## bloomz In Practice

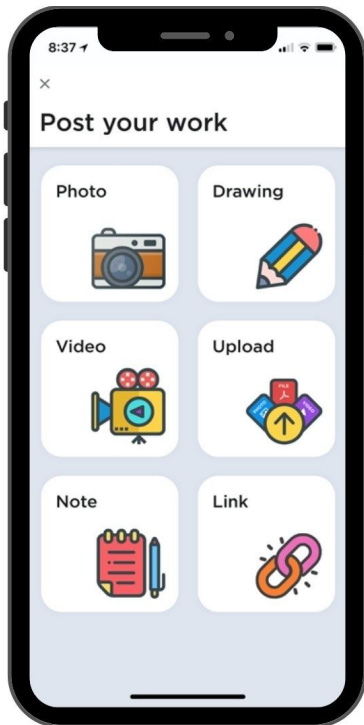
- Superintendent sends weekly newsletter to entire district or an alert to a specific building audience about a sudden power outage
- Site Principal posts a document to entire school to remind about traffic flow at pick-up/drop-off
- Transportation garage sends an alert to parents of students on Bus#132 about a delayed drop-off
- ESL Parent of three children prepares for the upcoming week by accessing a single app to translate all class/school information, announcements, calendar events





## Hybrid Classrooms/Remote Learning -

Bloomz is designed to encourage collaboration among students, classrooms, teachers, staff, and even administrators. With Bloomz, leaders and teachers can create sub-groups, community groups, and faculty groups to ensure connectedness within a school or across a district. Bloomz fosters a safe and secure environment for student-to-student messaging, with administrative and teacher oversight, to encourage communication among classes. Whether a school is offering in-person, hybrid, or remote learning to families, Bloomz' flexible platform supports effective and efficient collaboration among students and staff.



### Web Conferencing:

Bloomz supports the coordination of web conferencing with students from one-on-one tutoring to larger group sessions. Teachers can share their unique Zoom, Google Hangout, or web link with the students for easy access within the feed and calendar. This will also push out reminders via text, email, or push notification to sign up and join these web conferences.

*"Bloomz has unified all communications at our school, and now with the Coronavirus situation, it made homework submission and student collaboration extremely simple"*

**- Teri Keeton, Head of School,  
Cascadia Montessori, WA**

### Parent Teacher Conferences/Office Hour Scheduler

Allows teachers to quickly set-up sign-up slots for one-on-one meetings with students or small groups. With hybrid and remote learners, this allows agency and better time management for learners and families juggling with home scheduling challenges.

- RSVP on **Event** scheduling allows teachers to view exactly which students will be attending web conferences to help with class planning and follow-up on attendance.
- Bloomz will soon facilitate the ability to integrate with Google Meet and additional integrations with Microsoft Teams and Zoom will soon follow. Customers will be able to link to their existing Google/Microsoft Teams/Zoom accounts in order to create these live meetings.

*"Bloomz is a real life line in COVID-19. It became our One-stop for all communication from teachers and the principal."*

**- Marie Moon, Tech Director,  
Lakes & Bridges Charter School**



### Open Collaboration for Classroom Learning:

Bloomz offers many tools and functionalities to districts and schools to help foster collaboration among students. Within the app, there are multiple uses which teachers can order to support critical soft skills development, including communication, problem solving, and creative thinking.

*“Bloomz has been instrumental in keeping our families connected through this hybrid of in-person and virtual learning!”*

**- Ryan Presley -  
Principal, KIPP Mosaic Primary School (Houston, TX)**

- **Assignments / Student Portfolio Peer**

Review: Bloomz Assignments and Student Portfolio tools settings allow for student commenting and feedback. Peer review can encourage accountability, deepen critical thinking, and foster student investment in the assignment.

- Bloomz Assignments allow teachers to create or share activities to help better manage remote and hybrid learning. Activities can include instructions for students & parents, templates with options for drawing, annotating, audio and video recording, and image capture.
- Student Portfolios track a student’s work through the year, including documents, videos, and photos.

- **Posts** for discussion questions and comments.

- Teachers can create posts and record videos/audio to incite discussion among students. Students can comment and write feedback within the classroom feed.

- **Two-Way Messaging** between a teacher and student can help give formative feedback and encouragement to students.

- Images, documents, and recorded videos in order to provide different modes of responding to discussions/questions.

- **Sub-groups** creation within a Bloomz classroom allows for the creation of smaller study/project groups to have their own feed to discuss topics and assignments.

- Subgroups also allow a devoted space for ancillary support staff (reading interventionist, speech pathologist, counselor, para, etc) to communicate with a group of students.

- **Office Hour Scheduling** allows the coordination of student(s) and teacher collaboration (either in-person or virtually) in a simple, sign-up tool.

### Other Functions Supporting the Learning Environment:

Bloomz offers a space for community building among staff, parents and students, a platform to motivate and keep families engaged, social emotional engagement and tracking, and avenues for continuous individual feedback for students.

Parents are an integral part of a student's learning success, especially with hybrid and remote learning. Unlike other student-centric communication apps and learning management systems, Bloomz offers parents a clear window into their students’ classrooms, calendars, and important announcements.



- **Media Library:** Store vital class documents, rubrics, and slides
- **Announcements:** Pin important digital resources and links
- **Posts:** Ability to post videos, links, images from a computer or the app
- **Behavior Tool:** Provide feedback to parents and students through awards, flags, points. Tool is flexible and editable for schoolwide implementation or classroom incentives, as well as in-person and remote learners. Students can be on class or school wide teams, as well as work toward specific class goals to lead to peer motivation and collaboration on reaching specific award tiers.
- **Calendar:** For example, sync Google Calendar, Schoology® Calendar, (or other calendars supporting icalendar integration) for transparency into a class's assignments, tests, and upcoming project due dates.

*"I compared all apps & Bloomz is the #1 all-in-one app for parent communication."*

- **Jessica Meacham, Teacher,  
Classroom Snapshots**

[See her crowd-sourced comparison of apps](#)



Bloomz also offers teachers across a school or district to share ideas, giving a space for teachers who are not in the same building or classroom to brainstorm, share, and unify.

- **Shared District/School Assignment Library:** Assignments and activities can be created and shared into a District/School Library folders to collaborate with other teachers in the district.
- **Subgroups** can be created within districts and/or schools to become dedicated hubs for committees and teachers to connect with one another to share ideas, problem solve, and stay connected and engaged, even while remote.
- **Staff Roles** allow an administrator or teacher to quickly delineate and send specific messages/posts/announcements to all staff, all students, and/or all parents, to make sure communication stays valuable and positive.
- **Calendar** events and sign-ups can be used for staff meetings, school team building activities, volunteer opportunities.

## bloomz In Practice

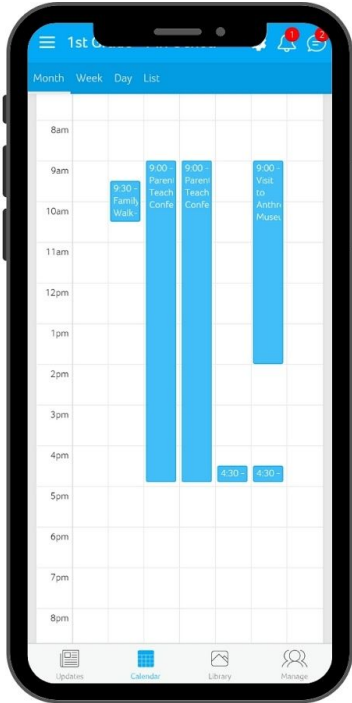
- Teacher shares a helpful tip/trick video with parents to reinforce reading strategies at home, creates an activity for remote learning cohort to mirror the in-class cohort, and responds to parent questions via two-way messenger
- Bloomz/Google Classroom integration gives parent window into their student's upcoming assignments/assessments for the week
- Single point of access to virtual meeting platforms via Bloomz calendar event scheduling/sync.
- District curriculum director creates additional Bloomz groups for grade-level teaching teams to foster open collaboration across multiple sites within the district.



## Organization, Tracking & Documentation -

### Calendar Tracking & Scheduling

Bloomz features a suite of coordination tools designed for districts, schools, and teachers to safely communicate and coordinate events, class assignments and assessments, parent-teacher conferences, volunteer opportunities, and so much more.



The Bloomz calendar features customizable views to preview an entire month, plan the upcoming week, or review each morning. Parents of multiple children can also see a color-coded aggregate of all member calendars in a single view. Individual calendar views for separate groups and classrooms, as well as an aggregate calendar view on the main feed of Bloomz.

- Event RSVP & forced reminders
- Parent-Teacher Conference Sign-Up
- Student Office Hours
- Volunteer/Donation Sign-Up
- Sync external school and/or class calendars via iCal links

### bloomz In Practice

- Principal syncs the school calendar on Bloomz to keep parents and staff up to date on events throughout the year.
- Teachers schedule parent-teacher conferences, setting reminders in advance. Parents sign up for their preferred times, all through the Bloomz app.
- Elementary PTA President schedules a fundraising event requesting volunteers and items that parents can sign up to through the app.
- Students receive reminder about upcoming exam and schedules office hour appointment to review study guide with their teacher.



## Additional Solutions -

### Emergency/security notifications to the following recipients -

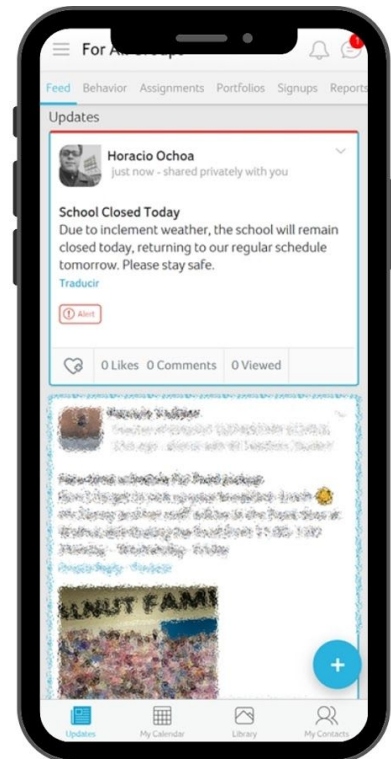
Bloomz handles **emergency/security notifications** to various groups and individuals. Bloomz seamlessly integrates with your existing rosters to pull staff, student, parent and other key stakeholder contacts from your existing systems (or can be added manually within the app).

Bloomz has a specific tool, “**Alerts**”, which handles Emergency communications effectively:

- An “Alert” overrides all end-user user notification preferences and sends communications through all the means possible (Robocalls, TEXT, Email, Mobile app alerts & in-app notifications).
- The “Alert” prepends the words: “**Urgent alert from ...**” so that it clearly differentiates the regular communications from these emergency communications.
- Adds a clear visual red-line indicator within the app to draw attention to the alert communications.

Additionally, Bloomz **Templates** and **Drafts** mechanisms allow for standardized Alert communications to be pre-designed and shared with appropriate staff to reduce the time in sending critical emergency communications. These communications can be targeted at various levels including:

- Campus-wide staff, students - Across multiple campuses, or specific classrooms etc.
- Key administration personnel - They can be created into separate groups or they can be targeted by the role of “admins”.
- Parent and key stakeholders - Imported and associated with students as part of seamless import or further added manually, parents and key stakeholders can be sent these emergency communications.
- Law enforcement and emergency personnel - Bloomz allows the option to create external group members such as law enforcement and emergency personnel and only target communications to such people or include them as part of broader communications.

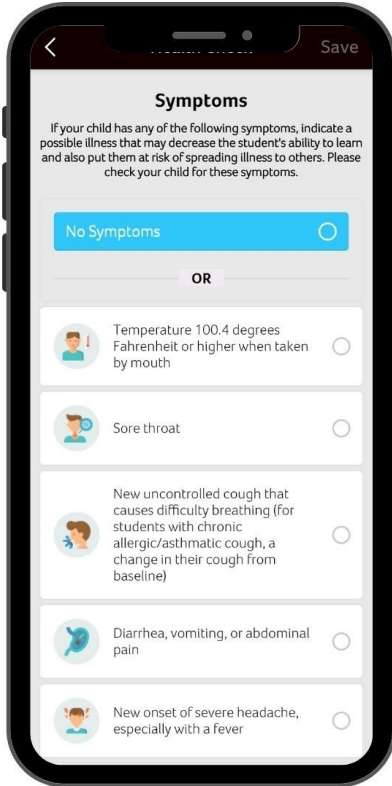


With our Austin, Texas-based partner, **The Scholastic Network**, these communications can also be shared through TV monitors located on school campuses, at athletic facilities, and in local businesses, enabling schools and districts to efficiently share important and engaging information with students,



teachers, staff, parents and other key stakeholders wherever they are. More detailed information about our partner, **The Scholastic Network** is available below on page 14.

### Health Checks -



With Bloomz, you can ensure your schools are safe and healthy during the current COVID-19 pandemic and in the event of any future health/infection disease situation. Your schools will be prepared to make data driven decisions quickly and take action to ensure the safety of staff and students. From the web or via the Bloomz app administrators and/or teachers can request ready-made health attestation forms aligned to the CDC guidelines or customize the form to their specific needs.

The Bloomz Health Check feature provides configurable recurring intervals, reminders, submission tracking, robust reporting (school-wide or by class/group) along with automated alert notifications when a member has presented symptoms. Parents and staff will be able to submit the health attestation form directly from within Bloomz.

## bloomz In Practice

- Administrator (or teacher) sets up a recurring Health Check sent to all parents (district or class) M - F at 7:30am.
- Administrator (or teacher) receives the completed health check from parents and can quickly identify "No Symptoms" from "Symptoms" and notify the community or class accordingly.

## Behavioral Health Management Solutions -



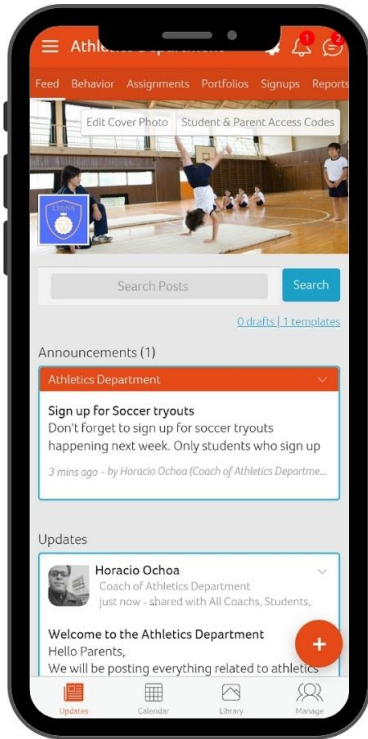
As an additional module directly within the Bloomz app, schools and teachers have the ability to share conduct reports with parents in real-time, while reinforcing healthy and positive habits within students.

- Behavior awards, flags and points can be fully *customized* by a teacher for an individual classroom or standardized for all classes & groups school-wide by an administrator. Customization includes both positive and healthy behavior feedback, behaviors flagged for improvement as well as individual point goals to further motivate and incentivize.
- Teams can also be created among students within individual classrooms or schoolwide to foster student-to-student encouragement. Class and/or schoolwide goals can also be set to help reinforce a community learning environment.
- Administrators have additional configurable settings to automate early alert flagging or positive 'shout-outs' that are fully customizable.
- Administrators can view/export school wide behavior reports.

## bloomz In Practice

- School Behavior Coordinator or PBIS team exports school wide behavior data to analyze trends, changes, areas or school locations of concern and implement intervention strategies etc.
- Counselor receives a triggered alert that a student has been flagged for a number of poor behavior incidents over a specified time interval and is able to intervene.
- Following a week-long unit on personal hygiene, the kindergarten teacher adds a customized behavior award to her program to encourage healthy habits in her students.
- Parent receives a notification with supporting detail from the child's teacher about a positive behavior she witnessed on the playground. Parents prompt encouraging evening discussion about positive behaviour to further reinforce.

## Athletic & Other Clubs/Groups Solutions -



Bloomz provides the unlimited ability to create separate “Groups” for all of your various sports teams, summer camps, clubs, before/after school care, PTA/PTO, bus routes, etc.. The use of Bloomz for these types of groups in addition to classrooms will also streamline communication, improve coordination, and increase engagement/participation.

By setting up additional Groups, you can target your communications to group/team membership, share practice/meeting/game/route schedules, request volunteer sign ups, easily manage form/waiver sharing, capture & classify yearbook photos, share Group calendars, facilitate fundraising efforts and link your athletic programs and other groups to your social media channels (Facebook, Twitter, and school websites via RSS).

Our partner, The Scholastic Network, offers **TSN Athletics**, allowing schools and districts to broadcast specific sports-related content to school locker rooms, weight rooms, training facilities, gymnasiums, and facilities with TV screens and monitors in places where student athletes and fans gather.

TSN Athletics includes:

- **Target messages** to student athletes and fans wherever they train or gather.
- **Tabata clocks** enable coaches to use a popular interval training workout to ensure student athletes are in top condition.
- **Training and mental performance** videos created by **Train the Mind**, these videos teach sports psychology, positive mindset, and mental performance and reinforce instruction provided by school coaches and P.E. teachers.
- **Live feeds** allow you to broadcast games or practices across your network.

### bloomz In Practice

- Coach schedules practice times on the calendar, communicates travel times for away competition on group feed and team manager posts photos to the Bloomz album.
- The Athletic Director sends a Volunteer Request to parents to sign up for concession stand duty for the High School football game.





### Auto Notifications (Attendance, Lunch Balance etc. via SIS Integration)

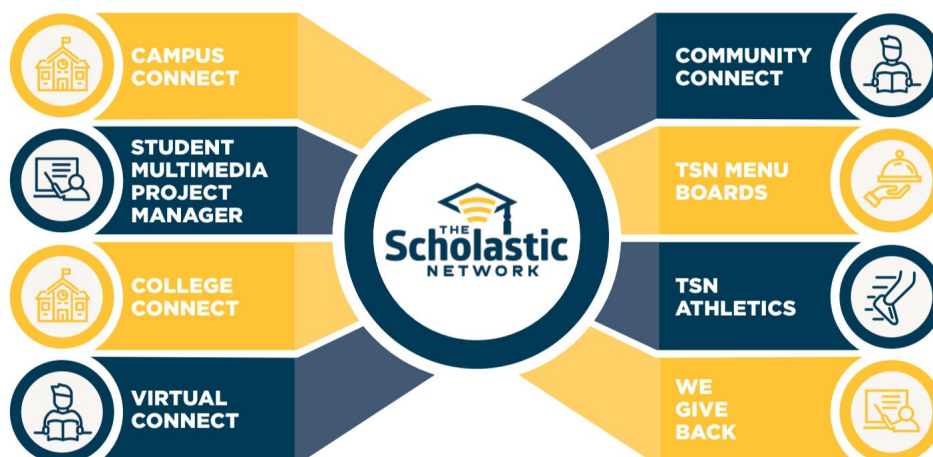
Bloomz can integrate with most SIS systems leveraging the proprietary direct integration of various SIS through APIs and Data Toolkits, but also through OneRoster, Clever, Classlink. Since SIS systems across the country only push limited data through OneRoster or Clever or Classlink, there could be limitations on the functionality of some of Bloomz enhanced features which would be available when a direct integration with SIS is performed. So district implementations may be suggested for a deeper direct integration than OneRoster or Clever or Classlink can provide in order to take full advantage of the complete feature-set that Bloomz provides with its premium solution. In such cases, the Bloomz Integration Tool Kit (Bloomz ITK) can integrate directly with most data sources through direct API or MSSQL, ODBC, or other native drivers, if available.

Bloomz provides a comprehensive and flexible solution that makes it easy to integrate Bloomz with most SIS systems and third-party solutions by leveraging the OneRoster API, many proprietary APIs, and direct access to data sources, leveraging the Bloomz Integration Tool Kit (BITK). This allows districts to integrate auto notifications from various systems such as Attendance, Lunch Balances, Transportation updates, etc. by using templated mechanisms to push custom data and customize the messages. These messages can be sent through all the existing Bloomz notification options such as (Robocalls, TEXT, Emails, mobile app alerts, in-app notifications etc.).

Bloomz does not restrict (like many similar providers) the number of such communications during a year, which ensures that schools and districts are able to communicate effectively to their entire target audience.

### The Scholastic Network (TSN)

The Scholastic Network (TSN) is a digital broadcast network for schools, post-secondary institutions and community partners designed to solve unique communication challenges in schools & with remote learners. Connect with students, staff and your community in an efficient manner, engage students in the multimedia process, motivate students to be college-ready and create a safe, vibrant culture, all in one simple network. With more than 70 district partners and over 430 installations across the state of Texas, The Scholastic Network is the leading education digital broadcast network in Texas.

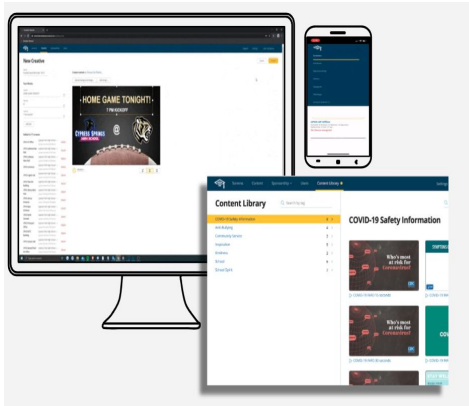




## The Scholastic Network Enterprise includes:

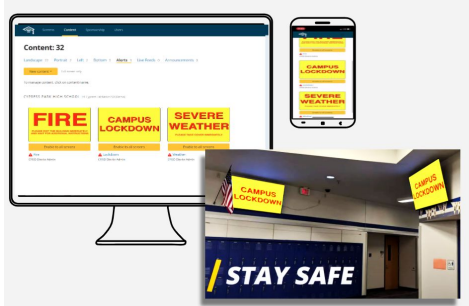
### TSN Campus Connect

Campus Connect allows schools to communicate effectively with students, teachers, and staff while they are on campus, in the administration building or at other district facilities. By turning existing or new TVs into a private broadcast network, TSN enables school and district leaders to deliver important informative, engaging, and fun messages through slides, videos, and feeds of live events. Key features of Campus Connect include:

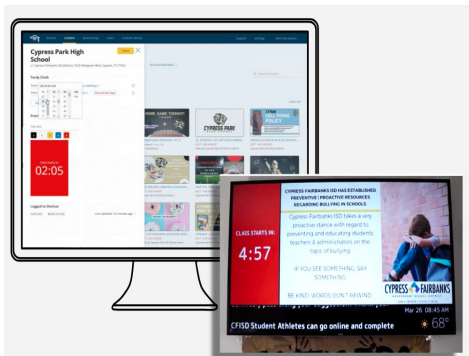


**PC and mobile access** enables district and campus users to access TSN's portal and upload, schedule or stream content using a PC or mobile device from anywhere with Internet access. No software downloads are required to access TSN's portal.

**Comprehensive PK-12 Library and Templates** that provide ready-to-use content, including themed slides and videos. COVID-19 safety information and messages promoting healthy eating, financial literacy, and social-emotional learning are included in the library. TSN also provides themed templates that allow school and district staff to quickly build their own content.



**Flexible scheduling** allows district and school users to choose when and where to broadcast content. Users can also schedule content to be released at specific times or played continuously. The same content can be displayed on all screens or different messages may be broadcast to different audiences located across the school, district, or community.



**An Emergency Alert System** keeps students and staff safe & informed in the event of an emergency. Use TSN's pre-built alerts or create your own emergency messages. Broadcast alerts instantly to any screen(s), campus, channel or the entire network from any device.

**Live streaming** enables real world learning by allowing schools to live stream historic moments when they happen. Live stream significant school events, including competitions and sporting events away from campus.

**Tardy Clocks** ensure students arrive to class on time by providing a visible countdown for class start time. The clock is customizable offering different color choices reflecting different bell schedules, including early release and testing day schedules.



## TSN Student Multimedia Project Manager

Engages students in the creative process as they develop multimedia content to share with their peers and the community. TSN's Student Multimedia Project Manager includes:

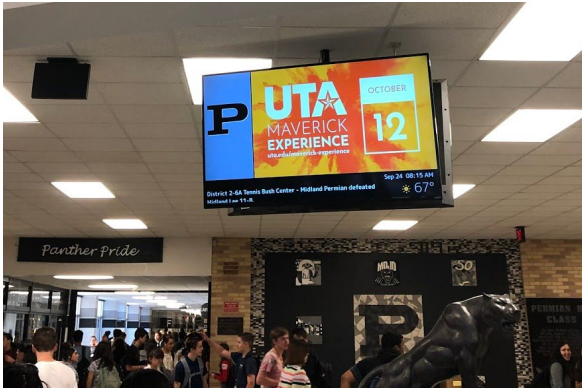
**Engaging students** in the creative and messaging for your district and/or campus through the Local Content Library. More creative and engaging content for your network as class projects or as a creative outlet for your students.

**Student projects** to deliver content to the entire network. Your students' work will be available for all schools to see and use in your Global Content Library.

**Colleges and University Research** where students create content specifically for post-secondary institutions to use across The Scholastic Network. This engages your students to learn about opportunities after high school and connects your campus and students to these institutions.

## TSN College Connect

Motivates students to be college and career ready by broadcasting information on post-secondary programs, scholarships and financial aid opportunities from university, college and military partners. TSN's College Connect allows schools and districts to:



**Build awareness of college, career and military opportunities** starting at an early age through messages shared by TSN's university, community college, trade school and the military partners.

**Increase student enrollment in post-secondary education** by inspiring students to find their best path post graduation. Consistent messaging & access to information increases the likelihood that students will matriculate to higher education and receive a degree, certificate or enlist in the military after graduation.

**Engage directly with college partners**, find scholarship information, virtual campus visits & direct engagement with College partners through TSN's interactive portal is coming soon.

**We give back to you** 10% of post-secondary sponsorship dollars are donated to districts to help cover your annual license cost.

"When you talk to our lead counselor, she is most excited that students are getting information from the Network's post-secondary college & military partners about the programs they offer and about how to enroll."

**- Jody Brown, Assistant Principal  
Lone Star High School**



## TSN Virtual Connect

Keeps students, parents, and teachers connected when they are learning and working remotely by providing the same important information they receive when they are on campus. TSN's Virtual Connect allows districts to:



**Maintain your campus culture** with students who are choosing to learn remotely.

**Quickly deliver dynamic campus information** to students through your LMS system.

**More effectively engage with parents** by pushing your campus broadcast directly to your website. Campus information, district information and information on post-secondary opportunities can be seen, saved and shared.

## TSN Community Connect

TSN's Community Connect enables local business partners to use their existing TV screens to broadcast messages and live stream events happening at their local schools and athletic facilities. Community Connect allows school districts to:

**Reach parents and community members** who do not visit their local school's website, social media or campuses regularly.

**Foster a culture of trust** among community members by providing accurate, timely and entertaining content that encourages parents and other stakeholders to get involved in their local schools.

**Accomplish community outreach goals**, including recruiting highly skilled local talent, generating support for bond elections, providing up-to-date school safety information.

"We wanted to flatten our walls, be more transparent and allow parents and the community to see what we're doing. The Scholastic Network has allowed us to do this."

**- Lyle Lackey, Principal  
Jayton-Girard ISD**

## TSN Menu Boards

Deliver more information than just breakfast and lunch menus through TSN's Menu Boards. Share important food service information in cafeterias and during non-serving hours (integrated with Campus Connect). Includes templates, content library, excel download for quick menu download, and integration with Nutrislice. TSN Food Service Boards allow school districts to:



**Quickly deliver food services menus and nutritional information** directly to screens located at serving lines in your cafeteria.

**Promote healthy habits** by broadcasting menus and healthy eating tips through various channels within the network.

**Maximize your infrastructure** by seamlessly transitioning to Campus Connect during non-serving hours. With TSN, your Menu Boards and Campus Connect are integrated in one simple system, saving you time and money, all while maximizing your school messaging.

## TSN Athletics Network

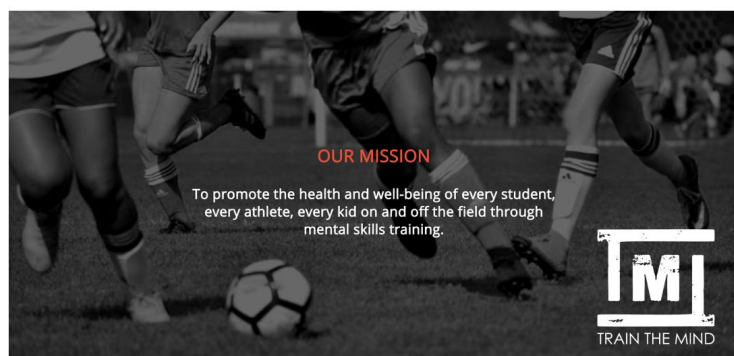
Athletic Directors and coaches have a unique story to tell. Whether it is to student-athletes, parents or fans this information is unique to the messaging found on campus or in the cafeteria. The TSN Athletics Network provides school districts the ability to access unique features and tools to speak specifically to their specific audience:

**Target messages** to student athletes and fans wherever they train or gather.

**Tabata clocks** enable coaches to use a popular interval training workout to ensure student athletes are in top condition.

**Training and mental performance videos.** Created by **Train the Mind**, these videos teach sports psychology, positive mindset, and mental performance and reinforce instruction provided by school coaches and P.E. teachers.

**Live feeds** allow you to broadcast games or practices across your network.





## Customer On-boarding & Support -

### New School & District Customer Onboarding -

## GET YOUR DISTRICT STARTED ON BLOOMZ

Follow these simple steps to get all your schools ready in no time



### 1 CONSULTATION WITH BLOOMZ TEAM

Once a Premium account is purchased, our customer success team, including your dedicated Bloomz account manager and integration specialist, will collaborate with your district leaders on the appropriate set-up, onboarding, and training plan for your school or district.



### 2 BLOOMZ ACCOUNT SET-UP

The Bloomz customer success team will establish administrative access for your leaders, as well as guide you through desired permissions, privacy controls and community settings.



### 3 ROSTERING

Our integration specialist will facilitate the rostering of your district sites and personnel via your desired method (SIS integration via Clever, Bulk file Import etc.)



### 4 COMMUNICATE THE UPCOMING LAUNCH

Our customer success team templates will support a smooth, staggered roll-out to school leaders, staff, parents, and students about the upcoming invitation and use of Bloomz.



### 5 TRAIN SCHOOL LEADERS & STAFF

Ensure all your administrators, teachers, and staff are proficient with the tool and clearly understand its desired expectations for use.



### 6 WELCOME PARENTS & STUDENTS TO BLOOMZ

This is when the fun starts. Share welcoming messages, tips and resources for parents. Use the Student Getting Started resources to walk students through basic intended functionality [if student accounts are utilized]. Create a welcoming environment on Bloomz and enjoy the benefits of a consolidated communication strategy for your entire audience.

Bloomz provides consultation, guidance, and resources to ensure districts and schools feel confident to implement and actively utilize Bloomz with their staff, parents, and students. We understand that every school and district is unique and will partner to develop an appropriate and effective onboarding plan.

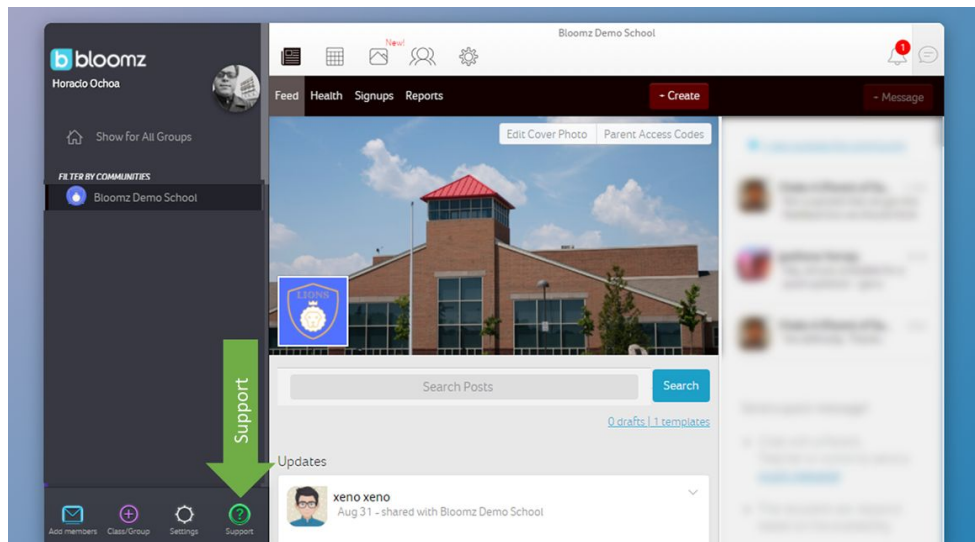
With Bloomz Premium, schools and districts will consult with a dedicated Bloomz account manager and integration specialist on the initial set-up of the community, including rostering, setting privacy and permission controls, and guidance through additional global settings in Bloomz to align with the district. We will also partner with the school(s) or district to provide appropriate training opportunities and share ongoing resources and education on the features of Bloomz in order for school leaders and staff to immediately embrace Bloomz to engage their parents and students.

### Additional Support Resources -

In addition to a dedicated account manager and implementation specialist, consultation, and onboarding support, Bloomz offers self-service and on-demand support resources for ongoing training and development.

These include:

- **In-App Support & Tutorials:** While in the app, click the ? icon to send a direct message to support, access the knowledge base, or view brief video tutorials to actively learn the basic functions of using Bloomz. School leaders and staff are automatically provided a demo sandbox with self-guided tutorials in their accounts to practice their skills.



- **In-App specific feature videos** for each type of communication tool.
- **Bloomz Knowledge Base:** Extensive knowledge base with curated collections of support resources, video tutorials and FAQ's categorized by Bloomz user role.
- **Dedicated Support Contact:** Dedicated email ([support@bloomz.com](mailto:support@bloomz.com)) & phone (1-844-925-2569) for answers to questions within 24 hours.
- **Training Resources for Districts & Schools:** With the Bloomz Premium subscription, school leaders can access slide decks, templates and additional collateral designed to introduce Bloomz to staff, parents, and students.
- **On Demand Trainings:** Virtual on-demand trainings and resources for leaders and teachers getting started on Bloomz or desiring to learn more about getting the most of Bloomz' tools. Printable completion certificates available to help motivate and share knowledge learned from Bloomz [coming soon].
- **Additional Bloomz Community Support:** Bloomz' Twitter and Facebook pages, Bloomz for Teachers Facebook Group. Subscribing to Bloomz' blog will connect you to the Bloomz community to ask other users' advice, hear from our ambassadors about how they are using Bloomz, and share your own tips.

Our partner, **The Scholastic Network (TSN)**, delivers the most reliable, intuitive and user-friendly digital broadcast network in the industry. TSN customers appreciate the superior and unexpected levels of support they receive, including:

- **Pre-Sales Consultation:** TSN's expert Account Executives take the time to understand the unique communication challenges and goals of your district and individual schools in order to recommend the product portfolio and implementation plan that best meets your needs.
- **Personalized Customer Support:** An experienced Customer Support Manager is assigned to support you during Network setup, implementation and training.



- **Fast set-up:** In less than five minutes you are ready to start broadcasting.
- **Simple online tutorials:** In less than 15 minutes any user is ready to create, schedule and deliver powerful messages through slides, videos, or feeds of live events.
- **Continuous improvements and upgrades:** TSN is constantly adding to its library of content and releasing new features to delight its education customers.
- **Remote system monitoring:** TSN remotely monitors your screens and can quickly notify you when one is disabled and then help you fix the problem quickly using any device with Internet access.
- **Ongoing support:** TSN provides training documentation, online video tutorials, regular training webinars, and even on-site support when needed.

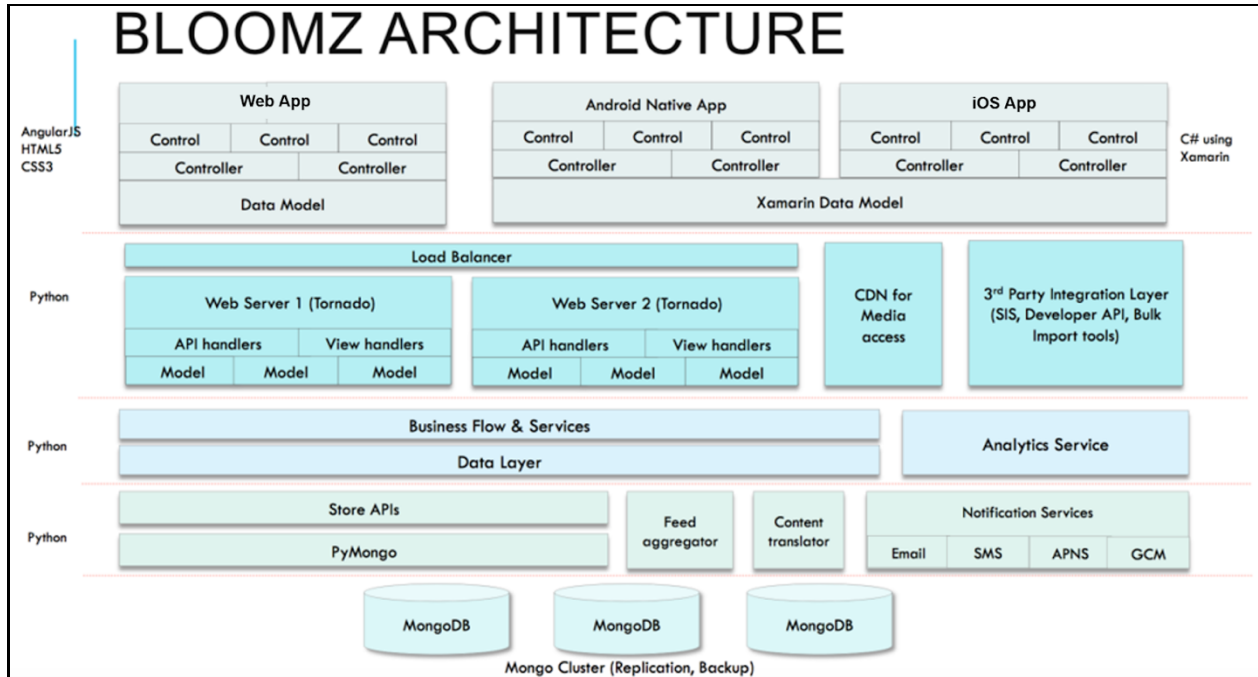
*“The Scholastic Network adds features and content to the network all the time and they are super responsive. They monitor the Network and fix any problems even before I know anything is wrong. The Network is super reliable so we don’t need help very often. But, if we do, I know they are always there.”*

**- Charlotte Rogers, Instructional Technology Specialist, Galena Park ISD**



## ADDENDUM 'B'

Bloomz is hosted in both secure Amazon (AWS) and Microsoft (Azure) cloud environments. We rely on AWS and Azure for all the physical and network related security of the network. All data transfer is via HTTPS. Data is hosted in AWS/AZURE, within a private subnet. Data is accessible only to machines which are launched in that subnet and are owned by the provider. Please see additional information below and/or refer to publicly available privacy policy here: <https://bloomz.net/privacypolicy/>



On top of the world-class standards that AWS/Azure supports, Bloomz is designed to ensure highest levels of application security standards that are outlined below:

### Identity Security

- Captcha is used for limiting account creations.
- Clear text passwords are not stored in the DB. Salted passwords with one-way encryption are recorded.
- Passwords should be at least 8 characters long and must have one alphabet and one number.
- Passwords are only sent via HTTPS only.
- Request old password while updating to new password.
- Failed logins are limited with 10-min time-delays after 3 tries.
- Request password to change the identity of the user.
- Authentication tokens are valid for one week for authenticated users.

- All Cookies are HTTPS and domain associated so that other services cannot read the cookies.

### **Server Security**

- All services are running on top of Linux Ubuntu 64 bit servers.
- API and WWW servers are hosted on AWS/AZURE.
- All the APIs to the server are on HTTPS. The API servers do not accept any requests on HTTP.
- Only ports 443 (HTTPS), and 22 (SSH) are opened on the API servers.
- SSH port can only be logged in via provided certificate.
- WW web server runs on Apache and redirects all HTTP requests to HTTPS endpoint.
- HTTPS certificates are provided by GoDaddy and the domain is registered on Whois.com

### **DB Security**

- All databases are running on top of Linux Ubuntu 64 bit servers.
- MongoDB, a NoSQL DB is used as the backend database.
- The dbs are run on a network mask that is opens connections only from specific API servers
- Machines that run the primary and slave databases accept DB connections only through restricted Virtual Network(VNet).
- Only ports 22 (SSH) and DB ports are opened on the API servers.
- SSH port can only be logged in via provided certificate.
- Hard backups are stored on MongoDB MMS service.

### **Privacy**

- Groups/Classes/Communities with controlled level of access for effective coordination, calendar and knowledge sharing
- Classroom membership is only via invitation – teachers can invite explicitly, even with class codes, additional security for verifying members is added.
- Classrooms are visible only for members of a school community
- Complete user-control for privacy settings
- None of the child information is pushed to the services that Bloomz uses for user analytics purposes.
- Complete oversight for administrators with access to moderation tools as well as access to past conversations including deleted threads.

### **Security and Privacy FAQ's**

#### **1. What is the duration of the license?**

Each school license may vary. It could be annual or multi-year. License will be active till the end of the contract.

**2. What is the process for updating licenses?**

Since the service is a cloud service, it is instant and online. All we need is to agree upon the license contract when it expires.

**3. Are the terms click wrapped?**

Yes. As part of the account creation, user agrees to a click-wrap terms of use.

**4. Does the provider have the ability to amend the terms without notification?**

Bloomz is a cloud-based service and is regularly updated on our website without any further notice to users. However, we take it as a best practice to notify users upfront when significant changes happen to our service.

**5. What is the provider's process for product changes and updates?**

Bloomz is a cloud-based service and is regularly updated. We keep users informed of new features and functions.

**6. Does the provider notify the district about any changes that will affect the security, storage, usage or disposal of any information received or collected from the provider?**

We update our terms and conditions regularly. We push out notifications for those as well, via blogs/email etc based on the type of change.

**7. Does the provider offer a guaranteed service level?**

Bloomz does not guarantee service-level for its service but it does its best to ensure the highest level of service to its users and has maintained that level of service since its inception.

**8. If sensitive data is transferred/uploaded to the provider are all uploads via SFTP or HTTPS?**

All calls to the system are over https.

**9. How are accounts handled for students under age 13?**

Students can also have an account on the app based on age and parent permissions. They can access the app only under specific scenarios (Teacher exposes a code for them through the app).

**10. What student information is shared with the provider? List each possible data field.**

Required: Name

Optional : Parent contacts (Email/phone), Grade, Photo, ClassIDs, Student SIS IDs (in bulk import)

**11. What security measures are in place to protect the privacy of student information?**

- All data transfer is via HTTPS - Data is hosted in AWS/AZURE, within a private subnet. Data is accessible only to machines which are launched in that subnet and are owned by the provider.

**12. Are background checks required of employees having access to the data?**

All employees having access to the data go through background checks.

**13. What additional metadata is collected? (cookies, logs, tracking pixels, ad networks, etc.)**

- Operational logs (do not contain any PII)
- All emails generated from the app contain tracking pixels
- Other urls generated for sharing purposes are also tracked.

- None of the user data is shared with any Ad networks except at the consent of the users

**14. What if any data is collected by 3rd parties?**

- Snowplow (tool for tracking user engagement) emails are tracked by them (opens)
- Emails sent via Postmark (tool for sending emails) are also tracked by them for opens and clicks

**15. Define the specific purposes for which the provider may use student information?**

Student information is used as identity to link parents to those students, as well as capture any behavior or portfolio communication for each child.

**16. How long does the provider retain data?**

Forever, unless there is a specific ask from a user to delete something for them

**17. What method is used to dispose of data?**

We remove the data and all associated metadata, from our Database. Delete operation is performed. We mark the items as deleted and remove PII of the associated users.

**18. Does data collected belong to the district or the provider?**

All Data belonging to the District remains the property of the District

**19. What is the responsibility of the provider in the event of a breach?**

- Fix the breach asap
- Notify the affected users about the same

**20. What is the provider's data breach response plan including notification to the district?**

All affected users will be notified via email communication as promptly as possible. In addition, complete root cause analysis is conducted, appropriate follow-up actions are taken.

**21. What access does the district have to the data?**

All admins designated by the teacher or admin creating the classroom or school will have access to their communities and any admin-level access already provided in the app.

**22. Where and how will the information be stored?**

- All data is stored in Databases, hosted in AWS/AZURE
- All blob data (pictures, videos, files etc.) are stored separately in S3 and cannot be tied back to a particular user, by anyone else except the application.
- Sensitive information (eg: passwords etc) are not stored in clear text
- Database backups are done periodically via MongoDB Monitoring service

**23. Who will have access to the stored information?**

Only authenticated and authorized users have access to their data, via the app Authorized employees who primarily deal with some customer support issues.

**24. Does the product contain external links not under the direct control of the provider?**

Only user generated content (links)

**25. Will any data be stored outside the US?**

As of now, no. We will notify if ever we go this route.

**26. Is data stored in the data center (at rest) encrypted?**

No. We follow all the security protocols in ensuring the access as described already to ensure secure access to the data.

**27. How does the provider protect data in transit?**

All data is transmitted over HTTPS.

**28. Does the provider subcontract any functions? If so, what?**

Yes, product development work (Web app, Android/iOS etc). Those contractors are under strict NDA and confidentiality agreements.

**29. What is the provider's process for authenticating callers and resetting access controls and accounts?**

- Authenticating via username and password credentials. As mentioned, these are all sent over HTTPS.
- Passwords are saved as hashes. We use the bcrypt algorithm (using 12 rounds) with a randomly generated salt
- User accounts can be deleted, which removes them from the system and hence revokes all associated permissions as well.

**30. Has the provider's security operations been reviewed or audited by an outside group? If so, who?**

We follow the industry standards and are hosted in AWS/AZURE.

**31. Does the provider comply with a security standards such as the International Organization for Standardization (ISO)?**

We are hosted in AWS/AZURE, so AWS/AZURE ensures compliance for this by default.

**32. Will "live" student data be used in non-production environments?**

Never

**33. What is the backup and restore process?**

We have automatic backups enabled (through MongoDB Monitoring Service), every 6 hours. Restore can happen from there.

**34. What happens to the data if the provider goes out of business or is acquired by another firm?**

All users have the opportunity to terminate their accounts.

**35. Does the provider perform regular penetration testing, vulnerability management, and intrusion prevention?**

We rely on AWS/AZURE infrastructure for these.

**36. Is the district notified in the event of a DDoS attack?**

We notify every customer who is affected.

**37. What is the provider's protection against a DDoS attack?**

We have thresholds to handle programmable attacks within the app (e.g. limiting number of outbound invites, number of users in a group/class for free accounts etc.). We rely on AWS/AZURE network defense mechanisms to protect against the DDOS attack.

**38. Does the provider log end user, administrative and maintenance activity and are these logs available to the district for incident investigation?**

These logs are retained for 7 days. Bloomz will work with the district on a case-by-case basis for investigation.

**39. What is your indemnification practice?**

Indemnification is mutual

## ADDENDUM 'C'

### Bloomz App Service Level Agreement

This Bloomz Service Level Agreement (“SLA”) governs the use of the Bloomz app pursuant to the terms of the Bloomz Terms of Service (“TOS”) between Bloomz, Inc. (“Bloomz”, “us”, or “we”) and any user of the Bloomz app (“you”, “your”, or “Customer”). Except as otherwise set forth in this SLA, this SLA is subject to the terms of the TOS. Bloomz reserves the right to change the terms of this SLA in accordance with the TOS.

#### 1. Definitions

“Monthly Uptime Percentage” means the difference between 100% and the percentage of Unavailable Time for the applicable month.

“Unavailable Time” means the Bloomz app is not available for use, as measured in continuous 5-minute increments. Unavailable Time does not include any unavailability resulting from any Exclusion (as defined below).

“Incident” means an event that derives in an extended period of Unavailable Time.

Monthly Uptime Percentage:	99.9%
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#### 2. Service Commitment

Bloomz will make the Bloomz app available 99.9% of the time each month. Availability of the Bloomz app is measured by Bloomz and is available upon request to our support team at support@bloomz.com. Bloomz may adjust the measure of availability by the Monitoring Service to account for any Exclusions applicable to such period.

#### 3. Incident Response Plan

Bloomz will notify you via our website when a prolonged period of Unavailable Time happens and will immediately work on solving the problem, to ensure we meet our Monthly Uptime percentage.

#### 4. Exclusions

Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability of the Bloomz app or any other Bloomz app performance issues, that (a) are caused by factors outside of Bloomz’s reasonable control, including, without limitation, any force majeure event, telecommunications provider-related problems or issues, or Internet access or related problems occurring beyond the point in the network where Bloomz maintains access and control over the Bloomz Service; (b) result from any actions or inactions of you or any third party (other than

Bloomz's agents and subcontractors); (c) result from any Customer Application(s), equipment, software or other technology and/or third party equipment, software or other technology (except for equipment within Bloomz's direct control); or (d) occurs during Bloomz's scheduled maintenance for which Bloomz will provide at least twenty-four (24) hours prior notice; or (e) problems or issues related to alpha, beta or not otherwise generally available Bloomz features or products (collectively, the "Exclusions").

## **5. Possible Data Loss**

Bloomz is committed to the integrity of its app and service to maintain the aforementioned Uptime Percentage. However, in the event of a catastrophic event of force majeure, Bloomz has taken precautions to periodically backup your data and be able to restore it if/when needed. This back up happens every 6 hours thus, if a catastrophic event should occur, this is the maximum period of data entered into our service that could be lost.

## **6. Entire SLA Liability**

This SLA states Bloomz's sole and entire liability to you and your sole remedy with respect to Bloomz's failure to meet the Monthly Uptime Percentage.

# Smart Connections in the Midst of a Global Pandemic

*How a rural district established an effective distance learning platform years before they realized they needed one*

When Governor Tim Walz announced mid-March that the state would be wrapping up the 2020 spring semester remotely, Marshall Public Schools, a rural Minnesota district serving 2,500 students, felt the other shoe drop like so many other schools and districts around the world. Fortunately for Marshall, which began implementing a school-to-home communications solution for the district's elementary schools three years prior, a contingency plan for supporting distance learning was already mostly in place. Thanks to a 2017 rollout of Bloomz and a quick, unified orchestration by the district, Digital Learning Coach Karen Londgren and Administrative Assistant Nicole Wichmann were able to coordinate the transition rather seamlessly.

## All Hands on Deck

When Marshall's West Side Elementary first piloted Bloomz in 2017, they were simply looking for a way to consolidate communication with parents, having up to that point relied on various mismatched channels including emails and phone calls home. Polling the teachers, Londgren identified that the key factors which qualified Bloomz for adoption were its robust calendar function, allowing parents to easily sign up for conferences and volunteer for events; and the direct messaging capabilities that staff and parents used to stay in touch with practically zero latency.



### THE DISTRICT:

Marshall Public Schools, Elementary Schools

- Rural, 2,500 Students
- 1:1 Computing; iPads and Windows Laptops

### THE CHALLENGE:

Facilitating a distance learning initiative in response to a global pandemic

### HOW BLOOMZ HELPED:

- Direct communication enabled administrators and educators to keep parents, and students updated using web, mobile, and text messaging.
- Student Portfolios allowed teachers to assign and grade work, students to complete and submit work, and parents to review their child's workload and progress.

Fast forward to 2020, and the Marshall community that had grown stronger through Bloomz found itself preparing to navigate uncharted waters in the COVID-19 storm. By the middle of April, after almost a month of temporary closure, the state solidified the shutdown as Governor Walz urged schools once again to determine long-term strategies. Londgren and Wichmann found themselves with two days to roll out a distance learning initiative.

## Weathering the Storm

The first thing they did was notify parents of the district's strategy via Bloomz. As the community had grown comfortable with the idea of a parent, administrator, or teacher being always accessible via their cell phone, it was a quick and easy way to get everyone on the same page.

After the first notification, frequency was carefully considered. "We're communicating on a day-by-day basis with them," Wichmann said. "Sometimes less is more...so it's not an overload of miscommunication or too much information all at once."





Along with keeping parents apprised of the district's latest news, teachers used Bloomz's Student Portfolios feature to assign work, and students completed and submitted their work directly to the app.

*Use of Student Portfolios feature has increased by 237% since the pandemic hit.*

Parents were kept up-to-date weekly on their child's workload and progress, and distance learning, facilitated by Bloomz's all-in-one platform, began to look more familiar each week. "We have a superior staff who make every bit of effort to ensure they're contacting every one of their students on a regular basis," said Londgren.

*"We've always used Bloomz as a communication tool. I definitely see it being used with Student Accounts as well moving forward, even when we are back in session, as another resource for students to communicate with their teachers and submit work."*

—Karen Londgren, Digital Learning Coach

## A Clear Horizon

COVID-19 certainly changed the landscape of education, but looking to silver linings, districts like Marshall who wrestled with distance learning during the shutdown have come out the other side with a better understanding of how they can support their students even if schools buildings remain closed.

In a time of uncertainty in education, one thing is clear: digital instruction is just getting started and

will continue to evolve. With support from tools like Bloomz and experience that's hard-earned during the early periods of crises like COVID-19, schools can confidently venture into the unwritten future of distance learning to one day find themselves miles ahead of the pack.

*"We're all working together and learning together through everything."*

—Nicole Wichmann, Administrative Assistant

Speaking of the transition to digital instruction, Londgren said, "I think it has really strengthened the relationship between the parents and the school. It's been a very cooperative effort and has been a very positive one for our district."



## ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- Respondent agrees to all terms and conditions outlined in each of the following exhibits
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
- Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
- Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
- Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE  
Equalis Group