

Request for Proposal Submission

#R10-1108

Digital Organization, Communication and Engagement Solutions

November 1, 2020



Technology for Modern Learning

STS Education
130 A W Cochran Street
Simi Valley, CA 93065
866-499-2580

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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



Ms. Sue Hayes
Chief Financial Officer
Region 10 ESC
400 East Spring Valley Rd
Richardson, TX 75081

November 1, 2020

Dear Ms. Hayes,

On behalf of STS Education and PAPERbasket, LLC, please find the enclosed proposal as our response to Region 10 ESC's Request for Proposal (RFP) #R10-1108 for Digital Organization, Communications and Engagement Solutions. We have tried to answer this request with the most thoughtful, effective and most economical responses, we understand that flexibility will be needed in meeting all needs of the district and its stakeholders. STS Education is submitting this RFP as the authorized and exclusive reseller for the Region 10 ESC RFP.

School districts within the Region 10 ESC likely spend over \$85 million annually for software and digital learning resources. But can your school systems determine how much of those resources are being actively used? Or are your local systems paying for resources students barely click on occasionally for a few seconds?

By not just merely tracking "hits" or "click throughs" but measuring the cumulative "active time" that devices are in use and applications and instructional content are front-facing on those devices. This measurement approach allows district officials to objectively and appropriately assess the impact that current edtech efforts are having on student learning.

For example, if a child clicks on a math application for 1 minute, but immediately minimizes that screen to watch music videos for the next 59 minutes, likely most, if not all, products would provide false-positive data to suggest they used the math site for an hour, if at all (some can only measure clicks, not cumulative time). PAPERbasket accurately measures use by resource, by device and by student.

Please do not hesitate to contact us with any questions at your convenience at Elliott.levine@stseducation-us.com or by phone at 516.581.1231.

Sincerely,

Elliott Levine
Chief Academic Officer, STS Education

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OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

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

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

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

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

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

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

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

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

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

November 1, 2020

Date

Elliott Levine

Chief Academic Officer

Authorized Signature & Title

Appendix A. Questionnaire

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COMPANY PROFILE

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

Pacific Onesource, Inc. d/b/a STS Education

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

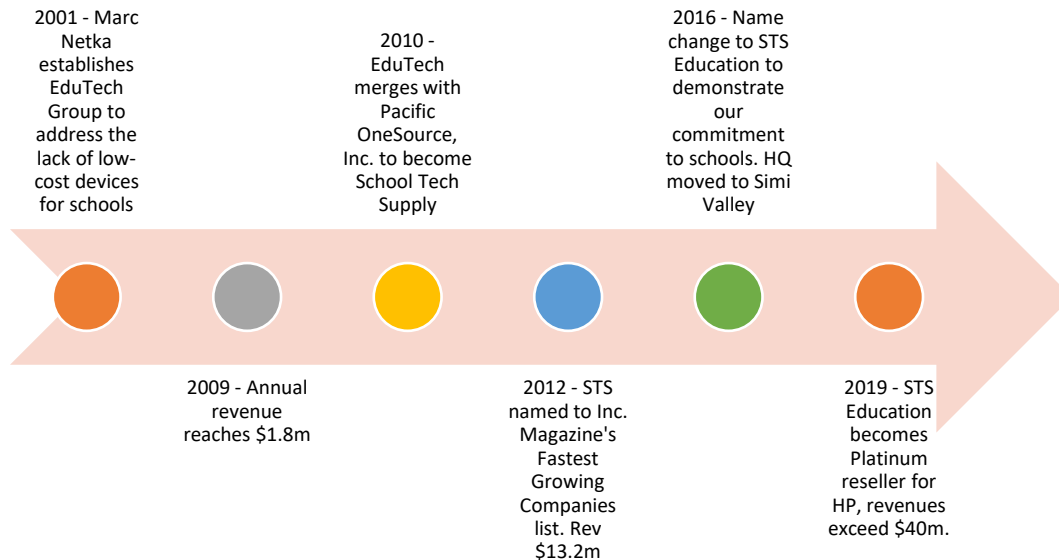
83-182-0308

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

Our headquarters are located at 130 A W Cochran Street, Simi Valley, CA 93065

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

Over the past two decades, STS Education grew from its humble beginnings as a startup through today, where we're seen as a regional and national edtech partner for many education companies and academic institutions. STS Education's revenue has grown nearly ten-fold, as shown below. Such growth is a testament to the commitment of the growing team, as well as strategic initiatives and our organization's passion to support educational institutions.



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5. Who is your competition in the marketplace?

STS Education competes with technology solutions providers and value-added resellers across the United States. However, we have chosen to differentiate our offerings by providing unique solutions through strategic partnerships such as PAPERbasket and the development of custom edtech solutions including Healthy Player ONE.

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

Annual sales for the past three years and year-to-date are as follows:

- FY 2017 - \$28m
- FY 2018 - \$33m
- FY 2019 - \$42m
- FY 2020 YTD - \$67m

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

Nearly 100% of our sales are done with K-12 private and public school systems across the United States.

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

STS Education competes with technology solutions providers and value-added resellers across the United States. However, we have chosen to differentiate our offerings by providing unique solutions through strategic partnerships such as PAPERbasket and the development of custom edtech solutions including Healthy Player ONE.

For example, while many companies sell gaming PCs to schools, STS Education is a strategic co-founder of Healthy Player ONE, the first software designed to combat bullying and injuries in esports.

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

Today, sustainable practices in business have become an intrinsic part of overall performance. As these practices evolve, so does the definition of sustainability. We believe sustainability is achieved through an appropriate balance of environmental stewardship, financial stability, and community involvement.

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

✓ Yes

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No

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

Yes

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?

Yes

(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 **NO**
List certifying agency: _____

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

Respondent certifies that this firm is a SBE or DBE **NO**
List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE **NO**
List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB **NO**
List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone **NO**
List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder **NO**
List certifying agency: _____

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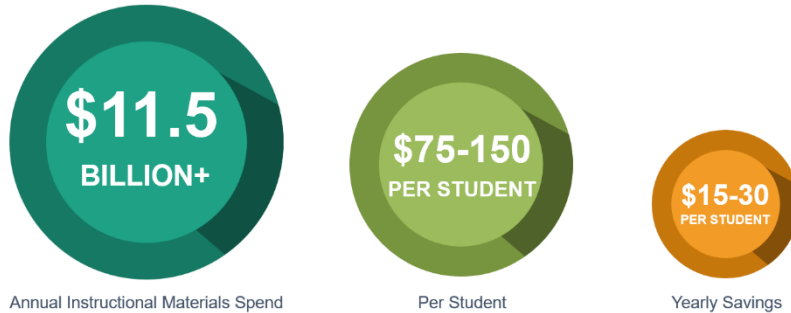
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PRICING/PRODUCTS/SERVICES OFFERED:

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

Every new tool, application and web site promises to “engage” students and transform learning, but do you know if that’s true? Even the best learning resources have no value if students fail to use them...but how do you know which tools are being adopted and which are being ignored? U.S. schools spend over \$11B annually in instructional materials, more than 50% and growing reported being in digital formats.



As recently as 2017, [Project RED](#) went so far as to quantify national averages for the typical investment in each of these areas. Along with some smaller areas such as wireless and datacenter, these areas combined equal \$493/year per student, including \$128/year per student towards software and digital content across the school district.

What is PAPERbasket?

PAPERbasket is a patent-pending, measurement and analytics solution that collects “Student Active Use” data across all school-owned Mac, Windows and Chrome devices and then deposits that data back into a dashboard of reports that help administrators make far better Instructional and financial decisions on almost all EdTech resources. With comparative, objective and comprehensively better data, school leaders understand the fidelity of use of every piece of digital content used by students, as well as adoption rates and ROI.

How Is Device Use Tracked?

TRACK is a small file/extension which is installed on your computer’s hard drive by authorized district personnel only. Once installed, the application/extension collects a list of all web sites or applications used, as well as measuring their time actively used. That information is uploaded daily to PAPERbasket cloud dashboard, when your computing device is able to make an internet connection. Once uploaded to our online dashboard, the usage record stored on your device is cleared. At any given time, the file on your device only maintains usage data since the last automatic upload. Once installed by district officials, only authorized district officials may remove that software.

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What is Tracked?

Because PAPERbasket is installed on the devices, it is capable of tracking both locally-installed software as well as all web content accessed from top web browsers. The information can be tracked when the device is at school, at home, or anywhere it is located. Our solution does not require the need to implement virtual servers to collect this information within the district.

What is Active Use? Why does it matter?

If students know they're being tracked, they can easily trick most systems. In most instances, schools are given false data, which will prevent them from making truly informed decisions about that resource, its value as well as its fidelity of use.

Our intellectual property measures "active time" to provide a school system with the most accurate and objective method of device use data. For example, if a child clicks on a math application for 1 minute, but immediately minimizes that screen to watch music videos for the next 59 minutes, likely most, if not all, products would provide false-positive data to suggest they used the math site for an hour, if at all (*some can only measure clicks, not cumulative time*). PAPERbasket's unique technology would correctly identify the time both resources were used.

The Myth of "Engagements"

There are a few companies that attempt to measure edtech adoption by reporting on the total number of engagements. They will report that students have engaged the software a total of X times. The problem with "engagements" is it's just another fancier word for a "hit counter" on old web pages. A student clicked on the Math site, and it is instantly registered as an engagement. But did that student remain on the Math site for 10 seconds, 10 minutes or 10 hours? As the earlier chart in Section 1 details, time on task is one of the most important factors influencing learning outcomes. The ability to measure engagements provides schools with a false sense of reporting which may flaw their data-driven decision making. PAPERbasket is the only company with a patent-pending solution that reports the total time of active use, where that digital resource is front-facing on the device (not minimized in the background).

Productivity and Favorites

Our dashboard allows authorized users to maintain their own favorites list (e.g. a Math curriculum lead maintains only a list of all math subscriptions and open source resources like Kahn Academy). The dashboard also allows the district to input subscription renewal dates, number of licenses, amount paid and the recommended number of hours used per year by students. This data helps measure ROI reporting. Productivity levels can also be assigned by LAUSD officials for all resources, simply by clicking on one of three options, Highly Productive,

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Moderately Productive or Not Productive.

KPIs That Can Be Tracked

Reports Available to Authorized Users in PAPERbasket's Cloud Dashboard. The following reports contain both visual graphs and tables. Graphs can be exported as Images and PDFs, and Graphs/Tables can be exported to Microsoft Excel. Productivity levels are selected by LAUSD officials, who can quickly click to assign any resource into the Highly Productive, Moderately Productive or Non-Productive Category to help measure how devices are being used. Reports can be searched by day, week, month, year or any custom date field for all reports. Any official with authorized access can create their own "favorites" list to track specific software and web sites.

PRODUCTIVITY

- **Most Productive Resources** - See what sites and software, categorized as highly productive by your district, are being used.
- **Least Productive Resources** - See what sites and software, categorized as non-productive, are being used most often.
- **Highly Productive Usage** - Comparing two or more subgroups' highly productive use.
- **Activity Use** - Overall, see what resources are being used most by your users.
- **Overall Use vs. Productive Use** - Compare use of all devices vs partial and highly productive resources over time.
- **Favorites Use Report** - Track overall use of specific resources on your favorites list.
- **Compare Resources** - See side-by-side usage of two or more digital resources

OS PRODUCTIVITY

- **Operating System Usage** - Compare cumulative use of all devices by operating system.
- **Operating System Productivity** - What percent of usage, by operating system, is used for highly productive resources.

RETURN ON INVESTMENT

- **Individual Resource Summary** - Measure adoption rate of a single resource by measuring actual vs. goal.
- **Payback Report** - Measure resources with the highest and lowest adoption rates.
- **Comparative Resource Adoption** - Compare adoption rates for two or more resources.
- **Individual Resource Adoption** - Compare adoption rates for two or more entities.
- **Device Use Report** - Track overall use of devices. This report helps identify devices that are hardly being used as well as areas where device use is so high that additional devices may be suggested.

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ROI Calculator – The calculator measures actual active time vs. the recommended use time that LAUSD sets for any software or web site. Using information previously entered by school officials (number of licenses purchases, price paid and the District’s recommend number of hours used), the calculator will show the net adoption rate, as well as calculate the ROI based on use. In the example below, this one application was recommended to be used 6 hours per month. Based on the data across all their devices, the report shows that only 31% of users met that goal, and an overall adoption rate of 44.5%. For the annual subscription of \$30,000, it shows the district used only \$13,339 of the product. This information can help a district compare similar applications and learning resources as well as identify subscriptions to cancel or re-negotiate to substantially lower costs. **This report can be exported as a 1-page PDF report to use for negotiations with vendors.**

ADVANTAGES

Many school officials mistakenly believe they can track accurate use of edtech resources. PAPERbasket differs from other solutions in market. First, we are the only company that has developed a method for distinguishing active vs. inactive use, helping schools get a more accurate picture of real usage. Second, most companies will measure “engagements” providing no meaningful measurements, while others track time with no clear methodology. Some companies may offer local tracking on Chromebooks, but are unable to distinguish active use, making it difficult to assess the validity of your data. PAPERbasket is the only company that collects active use data on the device level across multiple operating systems.

Where You Collect Data Matters

The closer to the student, the better the data – our industry-leading solution solves this

	Device-Enabled Tracker	Network Appliance Trackers	Cloud/SSO Trackers	Publisher-Provided Data Trackers
Tracks <u>all</u> web sites	✓	✓ ? *	✗	✗
Tracks locally-run software	✓	✗	✗	✗
Measures active use	✓	✗	✗	✗
Tracks Time, Not Clicks	✓	✗	✗	✓ ?
Tracks Devices Offline	✓	✗	✗	✗

*Certain network appliance vendors only track a pre-populated list of web sites

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

Not applicable

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

We maintain a copy of our full privacy policy at <https://paperbasket.com/about-us/privacy/>. PAPERbasket only collects the following information on each user, as defined by their role in the academic institution.

- **Students:** PAPERbasket only collects the district's device ID and the student user ID or other reference identification method provided by the academic customer to track the users' activities. We do **not** collect names, email addresses, personal addresses, phone numbers, photos or any other personally identifiable information on students or users under the age of 18.
- **Staff Members with Administrative Access to PAPERbasket:** Only staff members authorized by school officials to access PAPERbasket will additional personally identifiable information be collected. This may include, but is not limited to, name, email address, work phone number and the school/department they are assigned to. This information is collected solely to assist that authorized user with customer and technical support should they contact PAPERbasket for assistance with their user account.
- **Other Employees without Administrative Access to PAPERbasket:** PAPERbasket only collects a user identification number or other reference number provided by the academic customer to track the users' activities. We do not collect names, email addresses, personal addresses, phone numbers, photos or any other personally identifiable information on other users.

As a signatory to the Student Privacy Pledge (<https://studentprivacypledge.org/>) our goal is to both support the effective use of student information and safeguard student privacy and information security. PAPERbasket maintains a comprehensive security program that is reasonably designed to protect the security of personal student information. PAPERbasket system infrastructure is hosted by Amazon Web Services. Amazon facilities are secure, geographically diverse and are built using best practice security frameworks and standards. Information on the security of Amazon infrastructure can be found at <http://aws.amazon.com/security>.

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

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

- Yes
- No

17. Does pricing submitted include the required administrative fee?

- Yes
- No

18. Define your standard terms of payment

Payment terms are Net 30 days

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

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

STS Education is headquartered in Simil Valley, California and has remote sales representatives across the United States to assist with customer needs. PAPERbasket's headquarters are relocating to Lake Tahoe, NV and have team members in Texas, New Jersey and New York.

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

- Manufacturer direct
- Authorized distributor
- Value-added reseller
- Certified education/government reseller
- Manufacturer marketing through reseller
- Other

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

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STS Education will serve as the exclusive distributor and reseller for PAPERbasket solutions under this contract.

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)

PAPERbasket has maintained a 99.5% up-time for reporting to authorized personnel. Even when the cloud dashboard is offline for software maintenance, the client applications housed on student devices continue to run 24x7, ensuring no data is lost.

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

STS Education maintains an online customer portal, phone and email support, and is staffed between the hours of 7am to 4pm PT on business days. Learn more at <https://stseducation-us.com/about-sts/customer-support/>.

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

STS Education makes safety a priority among its employees and customers. As a 100% software and cloud hosted solution, PAPERbasket has incurred no injuries since the company's inception.

26. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.

STS Education can provide monthly reports from Salesforce in which orders for PAPERbasket have been placed in that month. We can populate any necessary templates required by Region 10 ESC.

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.

Upon request, STS Education can provide an overview of eligible agency purchases, copies of invoices, and account statements. We can provide this information via mail, email, or fax.

QUALIFICATION AND EXPERIENCE:

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

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Executive Contact

Elliott Levine
Chief Academic Officer
130 A W Cochran Street
Simi Valley, CA 93065
866-499-2580 x1861
Elliott.levine@stseducation-us.com

Account Manager / Sales Lead

Aaron Toczynski
Senior Vice President
130 A W Cochran Street
Simi Valley, CA 93065
866-499-2580 x1189
aaron.toczynski@stseducation-us.com

Contract Management (if different than the Sales Lead)

Steve Omlor
Director of Business Development
130 A W Cochran Street
Simi Valley, CA 93065
866-499-2580 x1802
steve.omlor@stseducation-us.com

Billing & Reporting/Accounts Payable Contact Person:

Claudia Kananen
Accounting Manager
130 A W Cochran Street
Simi Valley, CA 93065
866-499-2580 x1804
claudia.kananen@stseducation-us.com

Marketing

Richard Hamilton
Director of Marketing
130 A W Cochran Street
Simi Valley, CA 93065
866-499-2580 x1837
richard.hamilton@stseducation-us.com

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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:

Entity Name	Panama Buena Vista School District	Oxnard Elementary School District	Jasper ISD	West Morris Regional High School District
Contact Name and Title	Brook McKnight Technology Director	Valerie Mitchell CTO	Dynetro Hadnot Technology Director	Sean Beavers, Director of Technology
City and State	Bakersfield CA	Oxnard, CA	Jasper, TX	Chester, NJ
Phone	(661) 831-8331	(805) 487-3918	(409) 384-2401	(908) 879-6404
Number of Years Serviced	4	7	5	3
Description of Services	Technology Hardware, Software, Installation/deployment, White Glove Services	Technology Hardware, Software, Installation/deployment, White Glove Services	Technology Hardware, Software, Installation/deployment, White Glove Services	PAPERbasket Solution
Annual Volume	\$3,000,000	\$1,000,000	\$500,000	\$10,000

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

STS Education maintains a current list of all cooperative and government group purchasing contracts online at <https://stseducation-us.com/about-sts/contracts/>. Some of those contracts including the following:



Contract	Number	Region	Dates
STS Education - NEW	3-20-70-3135C	California	2/19/2020-9/26/2020
Electronic Whiteboard, Promethean	3-19-00-0515B	California	1/4/2019-12/31/2021
Electronic Whiteboard, Newline	3-19-00-0515C	California	2/14/2019-12/31/2021
Intercom- Audio/Video, Video Equipment- Audio, FrontRow	3-19-00-0515D	California	3/15/2019-12/31/2021
Electronic Whiteboard, Clevertouch	3-19-00-0515E	California	10/30/2019-12/31/2021
Verkada (Reseller)	3-19-00-0523A	California	8/1/2019-7/31/2022

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Contract	Number	Region	Dates
Synnex (Reseller) - Advance Technology Solutions Aggregator	01-97	National	8/1/2019-7/31/2022
Lenovo (Reseller) - Technology Solutions	01-46	National	10/01/2019-10/31/2021
Promethean (Reseller) - Audio/Visual Products and Services	01-54	National	4/11/2019-4/30/2021



Contract	Number	Region	Dates
Promethean (Reseller) Audio Visual Equipment, Supplies and Services	171001	National	12/15/2017-12/18/2020
Refurbished Computers and Equipment	171106	National	1/25/2018-1/26/2021

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Contract	Number	Region	Dates
Promethean (Reseller)	528899-123 (CA) 528897-204 (PA)	National	1/1/2019-12/31/2021
FrontRow (Reseller)	528899-058 (CA) 528897-095 (PA)	National	1/1/2019-12/31/2021
Verkada (Reseller)	528899-178 (CA) 528897-284 (PA)	National	1/1/2019-12/31/2021
Clevertouch (Reseller)	529561-012 (CA) 529461-017 (PA)	National	4/19/2019-12/31/2021
HP inc. -Computers (Reseller with Synnex)	529561-029 (CA) 528897-113(PA)	National	1/1/2019-12/31/2021
AnyWhere Cart (Reseller)	529561-003 (CA)	National	5/07/2019-12/31/2021
NetSupport	528899-109 (CA) 528897-175 (PA)	National	1/1/2019-12/31/2021
Matter and Form	528899-098 (CA) 528897-151 (PA)	National	1/1/2019-12/31/2021
Neverware	528899-110 (CA) 528897-176 (PA)	National	1/1/2019-12/31/2021
STS Education (Refurbished Computer Systems)	530030-001 (CA)	National	1/1/2020-12/31/2021

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Contract	Number	Region	Dates
Solutions for Educational Technology, Wireless Devices and Audio-Visual Equipment - (Promethean Reseller)	ESD112-DE-16A	Washington	1/01/2016-12/31/2020



Contract	Number	Region	Dates
Computer Hardware & Supplies	CMPH1920	Texas	8/16/2019-8/16/2020
Computer Software & Supplies	CMPS1920	Texas	12/12/2019-12/12/2020
Audio Visual Equipment & Supplies	AVS2021	Texas	2/20/2020-2/20/2021



Contract	Number	Region	Dates
Catalog Price List Discount	10100545-CLS2017.030	Kentucky	6/12/2018-12/31/2020

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Contract	Number	Region	Dates
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Materials and Equipment for Educational Technology and Occupational Training (Promethean Authorized Reseller)

PC67823

New York

8/03/2017-8/02/2022



Contract	Number	Region	Dates
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HP (Reseller) - NIPA

R160203

National

8/1/2016-7/31/2021



Contract	Number	Region	Dates
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HP (Reseller)

05815-017

Washington

4/01/2015-7/31/2021

HP (Reseller) (State Participating Addendum 7-15-70-34-001)

MNNVP-133

California

4/01/2015-7/31/2021

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Contract	Number	Region	Dates
	117752-A	North Carolina	N/A



Contract	Number	Region	Dates
Audio Visual Equipment and Supplies (Promethean)	Bid #1920-017	San Diego	11/01/2019-10/31/2020

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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).

STS Education has an experienced, cross-functional team that includes sales, service, marketing, finance, technology, and contract management. We are empowered to serve, which means our education customers receive professional, dedicated, and expert service that is customized to meet their needs.

Our commitment to supporting our customers and building trust with our cooperatives can be seen among the growing list of procurement contracts we support nationwide.

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.

To satisfy various federal, state, and local requirements, STS Education holds several certifications, licenses, and registrations. After award, upon request, we will provide a copy of these documents.

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

As with any corporation, STS Education may be involved with litigation at various times. Currently, we have no pending litigation and have not been involved in a bankruptcy. It is the opinion, after consultation with legal counsel, that future liabilities, if any, resulting from any such litigation matters are not expected to have a material adverse effect on the performance and execution of this award.

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.

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VALUE ADD:

35. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:

a. A co-branded press release within first 30 days

Agreed

b. Announcement of award through any applicable social media sites

- Post the procurement contract on our company contract page, found at <https://stseducation-us.com/about-sts/contracts/> , within the first forty-five (45) days
- Announce opportunities via social media

c. Direct mail campaigns

- Digital campaigns to K-12 targets in 15+ states within the first ninety (90) days

d. Co-branded collateral pieces

Agreed

e. Advertisement of contract in regional or national publications

Currently we do not advertise in print publications

f. Participation in trade shows

Agreed

g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage 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

If requested, we can create a landing page for Region 10 ESC to feature the PAPERbasket solution, then direct users to STS Education sales for demos and price quotes, including a link to Equalis Group and Region 10 ESC website

h. Announcement within your firm, including training of the agreement with your national sales force

- i. Marketing the agreement to new and existing government customers

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Upon receipt of this award, STS Education will train its sales staff on the complete solution and special pricing offered to clients via the Region 10 ESC RFP.

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.

Read and acknowledged

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

\$ 0 to \$1,000,000 in year one
\$1,000,000 to \$2,000,000 in year two
\$2,000,000 to \$3,000,000 in year three

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.

PAPERbasket represents a new and unique solution needed within the K12 vertical. Simply making the award available to local school systems will not generate business. It would be helpful it, as part of this arrangement, Region 10 ESC hosted webinars among school district leadership to help educate and build awareness of such a solution.

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Appendix B. Pricing

Please review the attached Excel file with the pricing structure for PAPERbasket in regard to this RFP.

Appendix C. Certificates

No additional licenses or certificates are required in order to sell, deliver and support PAPERbasket in the execution of the agreement.

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Appendix D. Value Add

STS Education is additionally offering Healthy Player ONE software as a supplemental solution to improve engagement in academic esports. Despite the growing interest in scholastic esports, institutions still struggle with two underlying issues. If ignored, they can hurt or alienate the very students you once helped to nurture. Our software for your gaming PCs can prevent that from happening.

65%

of all players reported experiencing "severe harassment" such as physical threats, stalking and sustained harassment *

Education publications have warned that esports "can be hostile" as well as "misogynistic and hurtful." Studies have shown that more than half of college esports players experience one or more health-related issues.

56%

of college esports players reported suffering from eye fatigue and eye strain**

Cameras on campus helped deter bad behavior, so introducing a passive method for monitoring behavior in gaming can help your institution's esports programs remain free of controversy. The software is constantly capturing video and audio feeds, so when a student flags an incident, it actually can show up to 5 minutes of audio and video before that moment. Now, school officials have a full accounting of what transpired to help resolve matters quickly and accurately.

42%

of college esports players reported back and/or neck pain from excessive play**

Title IX of the Education Amendments of 1972 requires educational institutions to protect individuals being subjected to discrimination, including harassment. Healthy Player ONE not only empowers academic institutions to demonstrate compliance with Title IX for esports, the software also helps prevent future tort litigation stemming from esports-related injury claims from students.

36%

of college esports players reported wrist and/or hand pain from excessive play**

Esports "codes of conduct" are a great first step but implementing Healthy Player ONE helps your esports efforts become more inclusive and safer for all students. Contact us today to arrange a demonstration and become part of the Healthy Player ONE community.

Healthy Player One provides a secure method for capturing player conduct and managing access time to help academic esports programs address bullying and game-related injuries. The first SaaS solution designed to proactively monitor and report on health and safety in esports, Healthy Player ONE is broken down into two primary components:

MAKE

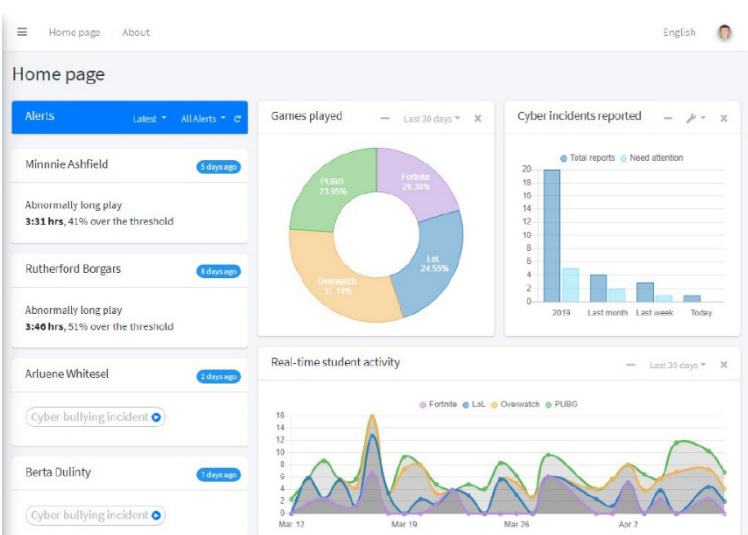
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Harassment/Bullying Prevention

Allows users to flag game play and audio with the touch of a key, storing potential incidents on our dashboard to be reviewed by school officials with a clear chain of custody over all evidence.

Injury Prevention

Allowing school officials to establish time limits for play, logging off students to take mandatory rest breaks and requiring the self-reporting of any symptoms that may require further review by school and health officials.

Healthy Player ONE is sold as a SaaS solution on an annual subscription. Schools may choose to purchase either per-gaming PC or as a flat site license rate per school building.

To learn more, please visit www.healthyplayerone.com.

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Appendix E. Vendor Contract and Signature Forms

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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	STS Education
Address	130-A W Cochran Street
City/State/Zip	Simi Valley, CA 93065
Telephone No.	866.499.2580 x1861
Fax No.	
Email address	elliott.levine@stseducation-us.com
Printed name	Elliott Levine
Position with company	Chief Academic Officer
Authorized signature	<i>Elliott Levine</i>

Term of contract January 1, 2021 to December 31, 2023

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.

	<u>1/27/21</u>
Region 10 ESC Authorized Agent	Date

Rickey Williams
Print Name

Equalis Group Contract Number R10-1108E

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

MAKE

EVERY

EDTECH

DOLLAR

COUNT



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: STS Education

Title of Authorized Representative: Chief Academic Officer

Mailing Address: 130-A W Cochran Street, Simi Valley, CA 93065

Signature: *Elliott Levine*

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: STS Education

Title of Authorized Representative: Chief Academic Officer

Mailing Address: 130-A W Cochran Street, Simi Valley, CA 93065

Signature: *Elliott Levine*

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.

Elliott Levine

Signature of Respondent

November 1, 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.

Fingerprint & Criminal Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Elliott Levine

Signature of Respondent

November 1, 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 STS Education

ADDRESS 130-A W Cochran Street

Simi Valley, CA 93065

PHONE 866.499.2580 x1861

FAX _____

RESPONDANT

Elliott Levine

Signature

Elliott Levine

Printed Name

Chief Academic Officer

Position with Company

AUTHORIZING OFFICIAL

Elliott Levine

Signature

Elliott Levine

Printed Name

Chief Academic Officer

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

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.)

STS Education	130-A W Cochran Street	Com
pany Name	Address	
	Simi Valley, CA 93065	City
	State	Zip

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? EL
(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? EL
(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? EL
(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

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

Does vendor agree? EL
(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? EL
(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? EL
(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? EL
(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? EL
(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? EL
(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? EL Type text here
(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? EL
(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? EL
(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? EL
(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.

STS Education

Company Name

Elliott Levine

Signature of Authorized Company Official

Elliott Levine

Printed Name

Chief Academic Officer

Title

November 1, 2020

Date

Date

DOC #11 ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

Type text here

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.

Elliott Levine

November 1, 2020

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: STS Education
Street: 130-A W Cochran Street
City, State, Zip Code: Simi Valley, CA 93065

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 Elliott Levine, an authorized representative of Pacific Onesource, 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
Marc Netka	193 Silas Ave, Newbury Park, CA 91320	100%

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

Elliott Levine Chief Academic Officer November 1, 2020
Authorized Signature and Title **Date**

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, Elliott Levine of the Oceanside
Name City

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

I am the Chief Academic Officer of the firm of STS Education
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

STS Education
Company Name

Elliott Levine Chief Academic Officer
Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

Company Name: STS Education
Street: 130-A W Cochran Street
City, State, Zip Code: Simi Valley, CA 93065

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.

Elliott Levine Chief Academic Officer

Authorized Signature and Title

November 1, 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).

Elliott Levins

Signature of Procurement Agent

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).

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 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.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	STS Education		
Address:	130-A W Cochran Street		
City:	Simi Valley	State:	CA
Zip:	93065		

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Elliott Levine
Signature

Elliott Levine
Printed Name

Chief Academic Officer
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$0.00

Check here if the information is continued on subsequent page(s)

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 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 Partnership

Corporation

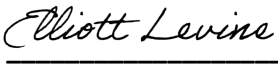
Limited Partnership

Limited Liability Corporation

Subchapter S Corporation

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

Stockholders:

Name: Marc Netka	Name:
Home Address: 193 Silas Ave, Newbury Park, CA 91320	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2 ____.	 _____ (Affiant)
(Notary Public)	Elliott Levine Chief Academic Officer _____ (Print name & title of affiant)
My Commission expires:	(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.)