

SECTION THREE: PART A—VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of May 1, 2023, by and between Learn-It Systems ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of (enter category here) ("the products and services").

RECITALS

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

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

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

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

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

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

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or

corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

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

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

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

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment**: Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiler shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

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

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify

any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

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

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

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

[Signatures follow on Signature Form]

PROPOSAL FORM 19: GENERAL TERMS AND 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:

X 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.)

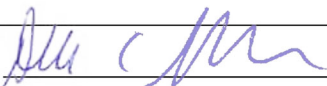
☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions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

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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

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

Company name	Learn-It Systems, LLC
Address	6225 Smith Ave., Suite 100/1A
City/State/Zip	Baltimore, MD 21209
Telephone No.	877-576-4824
Fax No.	866-769-6006
Email address	don.scheeler@learnbehavioral.com
Printed name	Don Scheeler
Position with company	President, Behavioral Programs & Head of Corporate Development
Authorized signature	

Term of contract May 1, 2023 to April 30, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.



Region 10 ESC Authorized Agent

4/19/23

Date

Dr. Rickey Williams

Print Name

Equalis Group Contract Number R10-1152C

REQUEST FOR PROPOSAL #R10-1152 FOR: IN-PERSON TUTORING, COUNSELING, AND PROFESSIONAL DEVELOPMENT SERVICES

February 10, 2023

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

☒ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

☒ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

- ☒ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- ☒ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- ☒ **PROPOSAL FORM 5: DEBARMENT NOTICE**
- ☒ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- ☒ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- ☒ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- ☒ **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- ☒ **PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- ☒ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☒ **PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM**
- ☒ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- ☒ **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- ☒ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- ☒ **PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
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- ☒ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- ☒ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Learn-It Systems, LLC
	<i>What is the mailing address of your company's headquarters?</i>	6225 Smith Ave., Suite 100/1A, Baltimore, MD 21209
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Marybeth Jones Vice President, Academic Services Phone: 773-671-9936 Fax: 866-769-6006 Email: Marybeth.Jones@learnitsystems.com
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes.
	<i>Does pricing submitted include the required administrative fee?</i>	Yes.

	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	Learn It offers a prompt payment discount of .05/10, net 30.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes.
	<i>Outline your pricing strategy provided in Attachment B and how agencies will be able to verify they received contract pricing.</i>	Learn It has a dedicated team who oversees each contact and will work with each agency we serve. During the initial contract set up, all pricing is reviewed and approved contract pricing is provided so all agencies can verify they are receiving contract pricing.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Learn It's Accounting and Finance Department oversees all invoicing and payments. Learn It accepts payments via check or ACH/EFT.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Demonstrated quality of tutors, counselors, and professional development consultants	<i>Please provide a brief overview of the programs and professionals you are offering in the areas of tutoring, counseling, and/or professional development.</i>	<u>Tutoring</u> Learn It fully understands and is ready to provide the services outlined in the RFP Scope of Service. Learn It's instructional programs, outlined below, are based on peer-reviewed research in differentiated instruction and are designed to address each student's academic skills gaps. A full research summary can be provided upon request. Learn It's core instructional program focuses on grade-level mastery of state standards and is proven to be effective at raising student achievement as measured by diagnostic pre-assessments and summative post-assessments, benchmark assessments, as well as through student, teacher, parent, and principal survey feedback. For all programs, Learn It maintains an inventory of teaching equipment, curricula, student materials, and technology resources that can be immediately deployed to meet the program requirements. Learn It's academic services include extended-day services (before or after school, summer or weekend programs); counseling programs (which can be used to supplement academic services); and computer-assisted instruction (CAI). Learn It's academic services include: <ul style="list-style-type: none">• Assessment to diagnose student needs, curricula, and teacher and student instructional materials• Scoring and analysis of all assessment data

- Individual Student Learning Plans for every student (based on pre-assessment data)
- Benchmark and/or formative assessments administered throughout the program, which provide information to help further guide instruction and is included in Progress Reports
- Targeted instruction based on each student’s individual skill gaps and proficiency levels (direct and online instruction available)
- Progress Reporting on a quarterly basis
- Final summative assessment to determine student progress against established benchmarks
- End of Program reporting for Region 10 to demonstrate student academic growth

Learn It always collaborates with the district and schools to collect the required student documentation (in a timely manner) to determine eligibility (for Title I) and/or parent consents (if needed). Consultations to build a partnership is our focus and allows Learn It to ensure non-public students service dates align as close as possible to public students.

Academic Counseling

Learn It will also provide Academic Counselors who work with the student, parent, and teacher to identify barriers that may be impacting student learning. Learn It’s Academic Counselors also work with school IEP teams to help identify accommodations that students may need when participating in the academic program.

Learn It Academic Counselors also utilize the *Overcoming Obstacles: K-12 Life Skills Curriculum* which is a digital library that provides research-based K-12 curriculum and free resources. All lessons are activity-based, cross-curricular, and can be translated into different languages. The resources are customizable once downloaded as well. The site provides training, standards, objectives, materials and lessons. Some of the covered topics include communication, bullying prevention, self-esteem, time management and more. Since 1992, over 300,000 educators in all 50 states and in 170 countries have used Overcoming Obstacles’ free lessons to improve the lives of more than 70 million young people.

Additionally, Academic Counselors provide non-cognitive skill building in areas such as study skills and problem solving to provide students with additional tools to improve their school experience and outcomes. Learn It Academic Counseling services are linked to the skills identified by the Partnership for 21st Century Skills (P21). These skills are Flexibility and Adaptability, Critical Thinking and Problem Solving, Social and Cross-Cultural Skills, Leadership and Responsibility, Initiative and Self-Direction, and Productivity and Accountability. Improving the students’ use of the P21 identified skills is used as a way of holistically addressing barriers to academic success. Academic counselors conduct small-group workshops and individual sessions where these skills are developed. Parents,

		<p>classroom teachers, school administrators, and teachers can refer students to counseling sessions with a formal referral tool that also provides baseline data on the symptoms that are observed by the adults in each student's life.</p> <p>Once students have been referred, each student sets goals based on the 'presenting causes' and has a voice in the skill building that will occur. Academic Counseling is intended to be a short-term intervention that removes barriers to academic performance. When there are larger issues, Academic Counselors are also able to assist families in locating needed community resources to address other areas that may be affecting the students' progress. These areas may include social work services, financial assistance, or extended mental health services.</p> <p><u>Professional Development</u></p> <p>Learn It's Professional Development services and activities are designed to give teachers and school leaders the knowledge, tools, and resources they need to increase student academic achievement as well as more effectively serve ELLs, students with disabilities, as well as other student sub-populations. We believe that every student can achieve their highest potential with the right guidance and support, and through our Professional Development activities, we show teachers and school leaders that they can cultivate expectations of greatness and create a nurturing, caring learning environment where all students feel respected, capable, and excited to learn.</p> <p>Learn It's programs have been customized to fit the unique needs of schools in these systems. This can include professional development in large groups, small groups, and individual formats. Programming choices are determined by collaboration with school leadership teams, analysis of school data, and the particular student population at the school. Learn It has cultivated a talented pool of consultants who have expertise in a wide range of topics, including: special education, alternative education, STEM, literacy development, school governance practices, and strategic planning.</p>
	<p><i>Describe the qualifications you require of any consultants you hire, including any specialized requirements for different types of tutors and counsellors.</i></p>	<p><u>Tutors</u></p> <p>Learn It has an established record of hiring quality and experienced personnel and providing training to ensure effective and consistent program implementation and management. A highly qualified, well-trained team is the key to Learn It's success and the hallmark of our programs.</p> <p>Learn It requires all instructors to participate in our comprehensive new hire training and Learn It makes a significant commitment in terms of time and resources to providing continuing professional development and coaching. Learn It's selection criteria for instructional staff includes:</p>

- Current teaching certification (as required by Region 10 or other districts for this cooperative)
- Experience teaching in districts similar to the district requesting services (varying from large, urban districts to small rural districts, and all combinations in between), with a preference for experience in working with low achieving students
- History of strong collaboration with colleagues, administrators, and parents

Counselors

All Learn It School Counselors are, at minimum, state-licensed, master's-degreed professionals (master's in School Counseling). Learn It School Counselors are directed to focus their time and energy on strategies for improving student success. All Learn It School Counselors are guided by a strict set of ethical standards (set by the American School Counselor Association ASCA) and ensure their practice is aligned to the ASCA National Model. The role of the Learn It School Counselor is help students:

- apply academic achievement strategies
- manage emotions and apply interpersonal skills
- plan for postsecondary options (higher education, military, work force)

Example of appropriate duties include providing:

- individual student academic planning and goal setting school counseling classroom lessons based on student success standards
- short-term counseling to students
- referrals for long-term support
- collaboration with families/teachers/ administrators/community for student success
- advocacy for students at individual education plan meetings and other student-focused meetings
- data analysis to identify student issues, needs and challenges
- acting as a systems change agent to improve equity and access, achievement and opportunities for all students

Learn It's school-based Counselors will provide appropriate counseling services for individual students or families with grief, trauma, emotional, and/or behavioral issues. Learn It places a strong emphasis on social/emotional development through an intense social skills curriculum, counseling (individual and group), and family training. As a standard operating practice, Learn It's school-based counseling services provide intensive therapeutic services by state-licensed school-based mental health providers who hold a master's in School Counseling.

Learn It's school-based counselors are responsible for all individual and group counseling with assigned students as well as the facilitation of the monthly family training/workshops.

Learn It understands the importance of working with interagency linkages (including but not limited to case managers, doctors, and mental health professionals) to ensure the students receiving counseling services are meeting both their educational and mental health needs.

In addition, Learn It School counselors work with families to access community agencies and outside mental health services ensuring that each family has access to the necessary supports available in their respective community. Learn It's mental health practitioners are also very knowledgeable in the area Positive Behavioral Supports and are able to support districts by providing:

- individual student academic planning and goal setting
- school counseling classroom lessons based on student success standards
- short-term counseling to students
- referrals for long-term support
- collaboration with families/teachers/ administrators/community for student success
- advocacy for students at individual education plan meetings and other student-focused meetings
- data analysis to identify student issues, needs and challenges
- and acting as a change agent to improve equity and access, achievement, and opportunities for all students

Professional Development Facilitators

Learn It requires all professional development instructors, coaches, and consultants to have the following qualifications:

- Master's Degree or higher
- Minimum of 10 years classroom experience or
- Minimum of 3 years school leadership experience
- At least one state certificate in K-12 education
- Three references related to ability to train, coach, or consult teachers and school leaders and demonstrated expertise in adult learning along with presentation skills
- Appropriate clearances
- Ability to teach and demonstrate instructional technology integration
- Expertise in Adult Learning Theory and presentation skills
- Proficient in the use of instructional technology integration

To ensure highly effective practitioners for Learn It's Professional Development activities, we employ a thorough hiring process to attract and secure talent. Additionally, we are committed to supporting professional growth with a multi-faceted professional development approach. As an organization we also firmly believe in continuous

		improvement, and for this reason we regularly seek to improve our professional development process.
	<p><i>Please provide any case studies or accolades that show the recognized impact of your tutoring, counselling, or professional development programs.</i></p>	<p>Learn It is a leading provider of academic services delivering instruction, professional development, counseling, and parental involvement for schools nationwide. Learn It has extensive capacity in order to be able to serve the students for this contract. Annually, Learn It serves more than 11,000 students. Each year, we also provide more than 100 Professional Development workshops to teachers of eligible students, and more than 100 Parental Involvement Activities for families of the students we serve. Learn It's research-based academic programs have reached more than 200,000 students in more than 200 school districts in 40 states, as well as the District of Columbia, Puerto Rico and the United States Virgin Islands.</p> <p>To objectively determine program outcomes, Learn It uses quantitative evaluation procedures. The Learn It program has also been evaluated by third-party evaluation teams and shown to be effective at raising student achievement. In one study, conducted by Westat, NCE scores were used to analyze student growth. Total scores were analyzed descriptively, examining the means and percent achieving benchmark (e.g., gain of 2 NCEs), and then using a paired-sample t-tests to examine whether student achievement gains were statistically significant. Analysis of student subgroups and multi-level hierarchical linear modeling (HLM) were also used. During the 2012-2013 school year, Westat found students participating in Learn It's program to average gains of 7 NCEs in Reading and 9 NCEs in Math. Sixty-three percent of participating students demonstrated gains of 2 NCEs or greater, which is statistically significant.</p> <p>In addition to third-party analysis of Learn It program, quantitative measures including comparison of pre- and post-assessment results also show the Learn It program is effective. Results from selected programs are provided below and additional results are available upon request but have not been provided in this response due to formatting constraints.</p> <p><u>The School District of Philadelphia – Philadelphia, PA</u></p> <p>For the 2021-22 school year, the School District contracted with Learn It to provide targeted instructional and counseling support to 32 schools for 305 students in ELA and 246 Math students in grades K-12 who were identified based on criteria chosen by each non-public school. Additionally, 137 students partook in counseling services under Title I. Over the course of the past two school years, Learn It has successfully delivered both in-person and virtual instruction in accordance with district protocols, and remained flexible in its delivery model to accommodate current COVID-19 guidelines. i Ready results from Learn It's most recent program year (2021-22) show gains of 26.37 in Reading and 24.21 points in Math.</p>

School District of Palm Beach County

Learn It has partnered with the School District of Palm Beach County since 2014 to deliver a Title I private school instructional program. The purpose of the program is to provide reading and/or mathematics supplemental instruction to eligible Title I students attending private schools. Program outcomes are based on gains made on iReady, a nationally recognized standardized assessment. Gains from the most recent program year (2021-2022) are summarized below.

- 27.96 avg. point gain in Math – 83% of students showed gains in Math
- 37.25 avg. point gain in Reading – 84% of students showed gains in Reading

New Castle County Consortium

Learn It has partnered with the New Castle County Consortium since 2017 to deliver a Title I private school instructional program. The purpose of the program is to provide reading and/or mathematics supplemental instruction to eligible Title I students attending private schools. Program outcomes are based on gains made on iReady, a nationally recognized standardized assessment. Gains from the most recent program year (2021-2022) are summarized below.

- Reading: Pre-test 468
- Reading: Post-test 485 – 17-point gain
- Math: Pre-test 409
- Math: Post-test 427 -- 18-point gain

Chicago Public Schools – Chicago, Illinois

Learn It has partnered with Chicago Public Schools since 2012 to deliver a Title I private school instructional program. The purpose of the program is to provide reading and/or mathematics supplemental instruction to eligible Title I students attending private schools. While CPS does not release detailed student data related to programs under this contract, CPS evaluates Learn It every year and has provided the following results:

- 81% of students in the Learn It program showed positive growth in math and 64% showed positive growth in reading (2017-2018 school year)
- 82% showed positive growth in math and 89% showed growth in reading (2018-2019 year)

Survey Results

		<p>In addition to objective assessment data, Learn It also measures program effectiveness by surveying stakeholders. Learn It has consistently been rated effective and clients report being fully satisfied with the level of services delivered. Below is a summary of results from the 2021-2022 school year:</p> <ul style="list-style-type: none"> • I am pleased with the services that Learn It is providing to our school this school year: 96% • I am pleased with the quality of instruction provided by the Learn It staff: 98% • I have had regular communication with Learn It staff: 91% • The Learn It program is engaging and promotes instructional achievement for my students: 96% • I would recommend the Learn It program to parents, students and other principals: 97% <p><i>Survey Comments</i></p> <p>"A very needed program that is very helpful to our students."</p> <p>"We are very pleased with our instructor. She is knowledgeable, creative and the students absolutely their interactions with her."</p> <p>"We have had the pleasure of using the services of Learn it to help improve academic achievements in our students. Our Learn it coordinator and teacher are always willing to work with our teachers to help meet the needs of our Title I students."</p> <p>"Very pleased with the program, especially during the pandemic."</p> <p>"This program is very helpful within our school but most importantly with our students. I can see growth within our students."</p> <p>"Learn It had been extremely responsive to student needs during the pandemic. They offer virtual instruction and in-person learning options."</p> <p>"Awesome team of people working toward the success of students."</p> <p>"We appreciate the support we have received from Learn It!"</p> <p>"The Learn It staff is GREAT! Thank you for all you do."</p> <p>"Our students love [their Learn It instructor] and our teachers appreciate how she is willing to work with their needs. As admin, I appreciate her caring for our students and her professionalism."</p>
	<p><i>What distinguishes your services from your competitors?</i></p>	<p>We believe that there are several key qualities that make Learn It the best choice to continue as an approved provider of Title I services in ESC Region 10.</p> <p>Learn It has demonstrated its ability to be an adaptable and flexible partner for ESC Region 10 non-public schools receiving Title I services. During the COVID-19 pandemic, Learn It</p>

		<p>quickly shifted from in-person services to virtual services for ESC Region 10 non-public school students. This transition took place over a few short weeks and Learn It's Title I programs were quickly operating in order to minimize disruptions for students. Learn It will always be able to quickly adapt to changing circumstances and will continue to work with each school to offer the most suitable and effective program available for students. Computer-assisted instruction will continue to be included in Learn It's instructional program and Learn It remains prepared to implement a fully online or blended program to ensure students continue to receive services.</p> <p>Learn It's has successfully managed programs for non-public schools in ESC Region 10 and our management team knows this community extremely well and also has extensive resources in the local area. Our current presence in the ESC Region 10 area means that we will have nearby resources and locational advantage needed to continue to hire the management and staff to successfully operate this program. Each year Learn It hires more than 1,000 personnel and this will ensure that not only will we have staff to begin services on time but also substitute staff in case of absences.</p> <p>Learn It has extensive experience overseeing large-scale non-public school programs nationally, serving hundreds of students in a single district. Annually, more than 11,000 non-public school students receive Title I instructional services from Learn It and over the course of Learn It's contract with ESC Region 10, Learn It has served more than 700 students. Each year, nationwide we provide more than 100 Professional Development workshops to Title I teachers of eligible students and more than 200 Parental Engagement Activities for families of eligible students. Our capacity and strategic process for implementing large-scale programs means services will begin quickly while still maintaining quality.</p>
Sustainable system of recruiting, screening, and onboarding tutors, counselors, and professional development consultants	<i>Provide a description of your system for recruiting and retaining talented and accredited tutors, counsellors, and professional development consultants.</i>	<p>For the program offered in this response, Learn It will recruit, screen, hire and train tutors who are able to document, through a detailed resume, multiple face-to-face interviews and the provision of supporting references, successful direct instructional experience with students as well as documented skill and subject matter expertise for the grade levels and subjects they will be teaching. Learn It uses both traditional and new media to source candidates, as well as partners with MBE/WBE staffing agencies.</p> <p>Learn It's Professional Development services will be performed by Learn It's Education division and national network of consultants. Learn It matches the services and content needed at school with a consultant whose expertise matches those needs. For example, a contractor versed in reading instructional strategies for struggling students will be matched with professional development activities focused on reading.</p> <p>Learn It has a national network of professional development resources and credentials for any additional consultants at time of award. Because we are in every region of the United</p>

		States, we can efficiently tap personnel who can best support professional development design and implementation. For example, for a school in Florida which was working on accreditation issues, we were able to bring in personnel from California whose expertise was in strategic planning for schools. We collaboratively developed the school's professional development plan and scheduled appropriate experts to ensure that the school was best supported with appropriate services.
	<i>Describe your screening/background check process and any policies that ensure the safety of students and staff.</i>	Part of Learn It's selection criteria will include successfully passing a background check. Background information for staff serving Title I students will include the Criminal Justice Information Services, state, and FBI Fingerprinting criminal background checks. Learn It will contact the Fingerprinting Office to schedule appointments for staff prior to the start of the program.
	<i>Describe your onboarding process for new tutors, counsellors, and professional development consultants.</i>	<p>All Learn It teachers are required to complete a mandatory 6-hour Learn It Teacher Training course. This face-to-face training is delivered in a classroom setting with no more than a 15:1 student/teacher ratio. Training components include:</p> <ul style="list-style-type: none"> • Administering and scoring assessments • Curriculum overviews and modeling instruction • Tracking student progress and attendance • Using the individualized Student Learning Plan • Lesson(s) benchmark assessment and progress reporting • Implementation of the student motivation system • Instructional strategies for culturally diverse populations and low performing students <p>All teachers and managers are required to successfully complete the training and sign a statement that they have read and understand Learn It's policies and procedures. Each training module includes a post-assessment which staff are required to pass at the completion of that module. Learn It also shares webinars/articles with instructors, and most instructors also attend the Professional Development offered by their assigned schools.</p> <p>Learn It's HR team also performs onboarding for all counselors and Professional Development Facilitators which includes a full background and reference check, licensing verification, and set up for Learn It email and system access.</p>
	Outline any continuing education you offer or encourage your tutors, counsellors, or consultants to take to improve their ability to serve public agencies.	Learn It conducts monthly staff meetings which include Professional Development to improve their ability to serve students. Topics are determined by information received during classroom observations (i.e. classroom management, differentiated instruction, instructional strategies, etc.). The local team or Nicole Magliaro, Education Manager, will deliver content during these sessions and Learn It teachers and counselors who have exhibited proficiency in particular areas are also invited to facilitate these Professional

		Development sessions. Learn It also offers tuition and CEU reimbursement for both part-time and full-time staff.
	<i>Describe any other value-added services or products such as books, curriculum, or online offerings.</i>	Learn It can continue to offer ESC Region 10 non-public schools value-added services and materials that will improve student outcomes and engagement in learning. Learn It can also include activity take-home kits as well as additional services that support students (e.g., counseling services, ELL curriculum). Learn It also allows students get to keep the books at the end of the program and provide teachers with have access to Coach Digital, a library of resources to support differentiation. These are just a few examples of the types of value-added services we can offer, and our team will work with each school to determine additional materials and services that can be integrated into the Learn It program.
Ability to integrate with existing curriculum	<i>Please describe how your tutors, counsellors, or consultants ensure that they are reinforcing the client's curriculum and culture.</i>	<p>The Learn It program begins with an assessment of student skills, at grade level, in reading and/or math. Learn It uses its proprietary assessments which are designed to mirror the State of Texas Assessments of Academic Readiness assessment in scope and are aligned to Texas Essential Knowledge and Skills (TEKS). Learn It will consult with Region 10 and the private schools regarding other assessment options to determine student academic needs, if requested. The assessments will be used to determine individual skill gaps and proficiency levels, and to create an academic profile.</p> <p>After the academic profile is complete, Learn It will collaborate with district and school personnel, teachers, and parents to create an individualized Student Learning Plan (SLP) for each student. The SLP includes the identified skill gaps, the goals for achievement, and a timetable for each goal. As part of the collaboration with district and school personnel, as well as teachers, Learn It is able to align the SLP to each student's grade level curriculum and ensure that our staff are reinforcing school's curriculum and culture.</p> <p>Learn It also provides initial and on-going consultations with schools to determine their needs and determining that to best support those needs. Overall, Learn It's goal is to become a part of the school's culture and not the outsider looking in. Our staff members can attend monthly meetings with classroom teachers and attend schoolwide meetings to ensure everyone is on the same page regarding academic needs of the students being serviced. We also maintain communication logs and are flexible with the curriculum offerings to ensure for a highly customized and tailored program.</p>
Ability to maintain student privacy standards	<i>Explain any policies or procedures your company uses to ensure the privacy and proper handling of student and staff data.</i>	Learn It currently and will continue to adhere to all Region 10 security procedures and will adhere to industry best practices for privacy and proper handling of student and staff data. Learn It also provides all staff members with a Learn It email so any shared documents with confidential student information are shared only within our secured portal.

Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.) and your company's procedures for addressing problems or complaints about tutors, counsellors, or consultants.</i>	All clients have access to direct cell phone numbers and email addresses of the Learn It team. We constantly share this information in emails, newsletters, business cards, and handbooks. Program Supervisors have 24 hours to address an issue and the Program Supervisors have access to different support teams to escalate an issue if needed (i.e. HR, IT, Director of Operations, Education Manager, VP). Learn It also has a ticketing system in place that ensures any IT/HR/Payroll related issue is not misplaced and is addressed within the same day. For complaints regarding staff, we request an in-person meeting with the principal to address the issue and create a follow up improvement plan.
Contract implementation / Customer onboarding	<i>Describe how you onboard customers with your services to ensure success.</i>	Learn It provides a dedicated Program Supervisor who oversees the onboarding process and works directly with all corporate-level departments to ensure program success. Learn It also listens to our customers during our initial consultation and schedules on-going monthly check ins. Learn It understands that each school is unique and, therefore, in order to be successful, Learn It designs a plan of action for each site so all sites are treated individually. Learn It believes that flexibility is key and therefore we address complaints/issues immediately and leave the door of communication open at all times. Learn It truly believes that our work with every school is a collaborative effort and a partnership.
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	Learn It has been in business for more than 14 years and has current assets of \$48.6 million, cash of \$2.9 million, \$4.5 million available on its line of credit, and total debt repayment obligations for fiscal year 2022 of approximately \$1.5 million. Learn It's Financial Statements have been provided in the Supplemental Documentation section.
	<i>What was your annual sales volume over last three (3) years?</i>	Learn It is not a sales organization. Learn It is a services-based business. Over the last three years, Learn It's Academic Division contracts have totaled approximately \$13M (annually).
Other factors relevant to this section as submitted by the Respondent	<i>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</i>	Learn It provides ongoing communication including student data and program information to the private schools and to Region 10 ESC with detailed invoicing of services. All invoicing and reporting will at minimum include student attendance reports for each site, consolidated billing by location, and time reports.
	<i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i>	Learn It brings more than 14 years of experience delivering direct instruction support for students in reading and math; professional development services for teachers, administrators and other school staff; and family engagement services. Our non-public school programs incorporate management and oversight, standards-aligned skills-based curricula, educational and instructional materials, engaging student activities, a student motivation system, comprehensive training and support for all program teachers, and detailed data collection and reporting systems. Learn It has more than 14 years of experience providing the services requested in this RFP and a summary of the districts where Learn It has provided non-public school services (e.g., instruction

		<p>support for students; professional development services for teachers, administrators and other school staff; and family engagement services) is shown below.</p> <p>Data organization: School District (State); Contract Duration; # of Schools Served; Students Served (annually)</p> <ul style="list-style-type: none"> • Fontana Unified School District (CA); 2008-2009; 1; 75 • Charlotte-Mecklenburg Schools (NC); 2009-present; 8; 84 • Milwaukee Public Schools (WI); 2010-2017; 10; 463 • Washington, D.C. Public Schools; 2010-2015; 25; 450 • Baltimore City Public Schools (MD); 2010-2013; 12; 95 • Broward County Schools (FL); 2012-present; 22; 605 • Chicago Public Schools (IL); 2012-2022; 16; 578 • Prince George’s County (MD); 2013-2017; 12; 130 • New York City Department of Education (NY); 2014-present; 58; 2560 • Palm Beach County Schools (FL); 2014-present; 33; 691 • Polk County Schools (FL); 2015-2018; 30; 427 • Los Angeles Unified School District (CA); 2015-present; 16; 71 • Education Service Center Region 11 (TX); 2016-present; 5; 123 • School District of Philadelphia (PA); 2017-present; 28; 1450 • Metro Nashville Public Schools (TN); 2017-present; 3; 24 • Miami-Dade County Public Schools (FL); 2017-2022; 2; 79 • Red Clay County Consortium (DE); 2017-present; 16; 451 • Newark Public Schools (NJ); 2018-present; 3; 272 • Education Service Center 10 (TX); 2019-present; 9; 26 • Detroit Public Schools (MI); 2020-present; 2; 65 • East Orange School District (NJ); 2020-present; 2; 20 • Dallas Independent School District (TX); 2021-present; 9; 2712 • Long Beach Unified School District (CA); 2022-present; 14; 280
	<p><i>List the number and location of offices, or service centers for all states being proposed in solicitation</i></p>	<p>Learn It’s main office will provide services for this contract (contact information below). Learn It has staff nationwide who operate out of home-based offices.</p> <p><i>Headquarters</i></p> <p>Name: Learn-It Systems, LLC Address: 6225 Smith Ave., Suite 100/1A, Baltimore, MD 21209 Main Phone: 877-576-4824</p>

	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	Learn It has an excellent safety record and always adheres to all district policies regarding emergency situations, evacuations, or lockdowns. Learn It incorporates all district and school procedures into initial and on-going training and maintains documentation at every site which outlines these procedures. Learn It does not maintain facilities for its programs (i.e. all services are provided at school sites) therefore Learn It does not have safety ratings for facilities.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website.</i> <i>Please provide a brief history of your company, including the year it was established.</i>	www.learnitacademic.com <p>Since 2008, Learn-It Systems, a Maryland-based Limited Liability Company, has delivered standout research-based programs to more than 200 educational organizations, districts, and public and private, non-public schools across the country. Learn It programs are designed to specifically deliver targeted, customized programs for schools that qualify for Title IA, IIA, IIIA, and IVA funds.</p> <p>Learn It employs nearly 5,000 personnel nationwide and has a dedicated team of management personnel who oversee Learn It's Academic Services division. This division, which would be responsible for the services outlined in this proposal, is comprised of a seasoned team of teachers and academic program administrators with experience creating customized academic programs that meet the unique needs of each student. Every year, this division supports programs for thousands of students, teachers, and families throughout the country.</p>
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i>	Learn It has provided the services requested in this RFP to Region 10 since 2019.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i> <i>* Executive Support</i> <i>* Account Manager</i> <i>* Contract Manager</i> <i>* Marketing</i> <i>* Billing, reporting & Accounts Payable</i>	<p><u>Executive Support</u> Marybeth Jones, Vice President of Academic Services (773) 671-9936 marybeth.jones@learnitsystems.com</p> <p><u>Account Manager</u> Karina Casanova Director of Operations, Academic Services P: 773-216-8711 Karina.Casanova@learnitsystems.com</p> <p><u>Contract Manager</u> Marybeth Jones, Vice President of Academic Services (773) 671-9936 marybeth.jones@learnitsystems.com</p> <p><u>Marketing</u></p>

		<p>Learn It's corporate marketing department will oversee marketing related activities. All marketing questions can be directed to Karina Casanova.</p> <p><u>Billing, Reporting & Accounts Payable</u> Learn It's Billing/AP department will oversee all related billing activities. All questions can be directed to Karina Casanova</p>
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	Learn It is not a sales organization. Learn It is a services-based business. Over the last three years, Learn It's Academic Division contracts have totaled approximately \$13M (annually).
	<i>What is your strategy to increase market share in the public sector?</i>	Learn It's strategy to increase the company's market share is to focus on the fundamental aspects of successful educational services provider programs such as dedication to client satisfaction, delivering high-quality programs and always looking for areas of improvement, and referrals from current customers.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	<p>Learn It has not, either presently or in the past, been involved in bankruptcy or reorganization. Active and ongoing litigation as well as litigation settled within the last three years is provided below. Should Region 10 need additional details, Learn It will provide those.</p> <p><i>Active and Ongoing:</i> Gonzalez v. Learn It Systems, LLC et al. California, Superior Court. Former employee brings a Private Attorneys General Act (PAGA) claim on behalf of herself and other similarly situated employees for various wage and hour claims, as well as business expense reimbursement claims. The Company cannot make additional comments as the case is ongoing.</p> <p><i>Settled within last three years:</i> USDOL Subpoena of Learn It Systems, LLC and Learn It Systems, LLC 401(k) Plan. Federal, Administrative Action. 401k plan and Company subpoenaed for records for 2016 to 2019. The company complied with USDOL request. The matter was settled in 2021.</p> <p>Tamia Cook v. Learn it Systems, et al. California, Superior Court. Former California student made allegations against the Company for improper/negligent hiring and negligent supervision of employees; other allegations were subsequently dismissed. The matter was settled in 2022.</p>
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact</i>	<p>Entity Name: School District of Palm Beach County Contact Name and Title: Diane Owens, Grant Compliance Specialist II City and State: West Palm Beach, FL Phone: (561) 963-3805 Years services: 2014-present</p>

	<p><i>name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p>	<p>Description: Learn It delivers instructional services and family engagement activities related to Title I Non-Public School Services for the district. Learn It uses its direct instruction model to provide instruction to Title I eligible non-public school students in Palm Beach County. Annual Volume: \$600,000</p> <p>Entity Name: Education Service Center Region 11 Contact Name and Title: Corya Campbell, Private Non-Profit School/LEA Liaison City and State: Fort Worth, TX Phone: (817) 740-3639 Years services: 2016-present Description: Learn It delivers instructional services, professional development, and family engagement activities related to Title I Non-Public School Services for the district. Learn It uses its direct instruction model to provide instruction to Title I eligible non-public school students in ESC Region 11. Annual Volume: \$99,000</p> <p>Entity Name: New York City Department of Education Contact Name and Title: Mark Otto, Interim Executive Director, Office of Non-Public Schools City and State: Brooklyn, New York Phone: Email preferred: MOtto@schools.nyc.gov Years services: 2014-present Description: Learn It delivers instructional services, professional development, and family engagement activities related to Title I Non-Public School Services for the district. Learn It uses its direct instruction model to provide instruction to Title I eligible non-public school students in New York City. Annual Volume: \$5,500,000</p> <p>Entity Name: New Castle County Consortium Contact Name and Title: Nicholas J. Baker, Ed. D, Supervisor of Curriculum and Instruction Title I Coordinator City and State: New Castle, DE Phone: (302) 323-2728 Years services: 2017-present Description: Learn It delivers instructional services, professional development, and parents and family engagement activities related to Title I Non-Public School Services for the district. Annual Volume: \$510,000</p>
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		<p>Entity Name: Newark Public Schools</p> <p>Contact Name and Title: Barbara Evans, Special Assistant, Office of Federal Programs</p> <p>City and State: Newark, NJ</p> <p>Phone: (973) 733-8404</p> <p>Years services: 2018-present</p> <p>Description: Learn It delivers instructional services, professional development, and parents and family engagement activities related to Title I Non-Public School Services for the district. Learn It uses its direct instruction model to provide instruction to Title I eligible non-public school students in Newark Public Schools.</p> <p>Annual Volume: \$150,000</p>
Certifications in the Industry	<p><i>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</i></p>	<p>Learn It is fully authorized to provide services in Region 10 and holds a valid business license in Texas. Please refer to Proposal Form 3.</p>
Company profile and capabilities	<p><i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i></p>	<p>Other. Learn It is a direct services provider.</p>
Other factors relevant to this section as submitted by the Respondent	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	<p>No, Learn It is not owned or operated by anyone who has been convicted of a felony.</p>
	<p>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. These will be provided in the space provided in Form 6. No answer is required here.</p>	

MWBE Status and/or Program Capabilities (10 Points)			
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	Not applicable.	
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	Learn It partners with MWBE vendors for many of Learn It's contracts. For subcontracting opportunities, Learn It often asks our current MWBE partners for their interest in subcontracting. We work with MWBEs for payroll, recruiting, materials, and printing.	
	<i>Please attach any certifications you have as part of your response to Form 6.</i>		
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Learn It is in the process of identifying MWBE who may be viable partners for the work in this RFP. At the time of bid submission, this work was still in process.	
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	As mentioned above, Learn It partners with MWBE vendors for many of Learn It's contracts. For subcontracting opportunities, Learn It often asks our current MWBE partners for their interest in subcontracting. We work with MWBEs for payroll, recruiting, materials, and printing.	
Commitment to Service Equalis Group Members (10 Points)			
Marketing plan, capability, and commitment	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public</i>	The Learn It team will receive training on all aspects of the contract and will be required to demonstrate a thorough understanding of all contract elements. This will be done through training upon contract award and quarterly reviews with the services team. This will be a requirement for the HR, Accounting, and Finance teams as well.	

	<i>agency customers and answer any questions they might have concerning it.</i>	
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	See the response above.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Learn It agrees.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Learn It is not a sales organization and typically does not provide this information on a monthly basis. However, we are willing to discuss this request.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	Learn It is also part of the Region 11 (TX) consortium and New Castle County Consortium which is a partnership between six districts in Delaware.
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	After student eligibility is determined by the school, Learn It (with school approval) creates a marketing plan to inform parents about our services and establish a communication connection between our staff and parents/guardians. Parents and students are provided with details on program orientation, program activities, and conferences.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	Marybeth Jones, Vice President of Academic Services (773) 671-9936 marybeth.jones@learnitsystems.com Address: 6225 Smith Ave., Suite 100/1A, Baltimore, MD 21209 Main Phone: 877-576-4824



Report of Independent Auditors

To Management of LEARN Midco, LLC

We have audited the accompanying consolidated financial statements of LEARN Midco, LLC and its subsidiaries, which comprise the consolidated balance sheet as of December 31, 2019 and the related consolidated statements of operations, of changes in member's equity and of cash flows for the period from August 1, 2019 to December 31, 2019.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of LEARN Midco, LLC and its subsidiaries as of December 31, 2019, and the results of their operations and their cash flows for the period from August 1, 2019 to December 31, 2019, in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in cursive script that reads "PricewaterhouseCoopers LLP".

June 28, 2020

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LEARN Midco, LLC and Subsidiaries
Consolidated Balance Sheet
December 31, 2019

Assets

Current assets	
Cash and cash equivalents	\$ 5,317,737
Restricted cash	502,706
Accounts receivable, net	33,060,357
Prepaid expenses and other assets	2,268,830
Total current assets	<u>41,149,630</u>
Property and equipment, net	4,707,574
Intangible assets, net	21,889,735
Goodwill, net	241,629,391
Other noncurrent assets	1,245,657
Total assets	<u>\$ 310,621,987</u>

Liabilities and Member's Equity

Current liabilities	
Current maturities of long-term debt	\$ 850,000
Accounts payable	1,360,707
Accrued payroll	6,880,295
Accrued expenses and other liabilities	7,909,546
Total current liabilities	<u>17,000,548</u>
Long-term debt, less current maturities, net of unamortized deferred financing costs	136,067,477
Deferred rent	554,592
Total liabilities	<u>153,622,617</u>
Member's equity	156,999,370
Total liabilities and member's equity	<u>\$ 310,621,987</u>

The accompanying notes are an integral part of these consolidated financial statements.

LEARN Midco, LLC and Subsidiaries
Consolidated Statement of Operations
Period From August 1, 2019 to December 31, 2019

Client service revenues	\$ 76,722,362
Cost of services	<u>49,400,072</u>
Gross profit	27,322,290
Selling, general and administrative expenses	<u>37,742,301</u>
Loss from operations	<u>(10,420,011)</u>
Other (expenses) income	
Interest expense	(5,135,998)
Other income, net	<u>1,835</u>
Total other expenses	<u>(5,134,163)</u>
Net loss	<u>\$ (15,554,174)</u>

The accompanying notes are an integral part of these consolidated financial statements.



RSM US LLP

Independent Auditor's Report

To the Board of Directors
LEARN Midco, LLC and Subsidiaries

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of LEARN Midco, LLC and its subsidiaries, which comprise the consolidated balance sheet as of July 31, 2019, and the related consolidated statements of operations, changes in members' equity and cash flows for the period from March 18, 2019 (Inception) to July 31, 2019 (Successor), and the related notes to the consolidated financial statements. We have also audited the accompanying consolidated financial statements of Learn-It Systems, LLC and its subsidiaries, which comprise the consolidated statements of operations, changes in members' equity and cash flows for the period from August 1, 2018 to March 17, 2019 (Predecessor), and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of LEARN Midco, LLC and its subsidiaries as of July 31, 2019, and the results of their operations and their cash flows for the period from March 18, 2019 (Inception) to July 31, 2019 (Successor), and the results of Learn-It Systems, LLC and its subsidiaries' operations and cash flows from August 1, 2018 to March 17, 2019 (Predecessor), in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Baltimore, Maryland
December 27, 2019

LEARN Midco, LLC and Subsidiaries

**Consolidated Balance Sheet
July 31, 2019**

Assets	
Current assets:	
Cash and cash equivalents	\$ 10,610,414
Accounts receivable, net	27,866,485
Prepaid expenses and other assets	2,712,517
Total current assets	41,189,416
Property and equipment, net (Note 3)	3,218,325
Other noncurrent assets:	
Intangible assets, net (Note 4)	23,087,855
Goodwill (Notes 2 and 5)	249,082,580
Deferred financing costs (Note 6)	89,150
Deposits	386,216
	275,864,126
Total assets	\$ 317,053,542
Liabilities and Members' Equity	
Current liabilities:	
Current maturities of senior term loan, net of unamortized deferred financing costs (Note 6)	\$ 80,004
Accounts payable (Note 7)	888,108
Accrued payroll (Note 9)	6,671,884
Accrued expenses and other liabilities	11,200,151
Total current liabilities	18,840,147
Long-term liabilities:	
Long-term debt, less current maturities, net of unamortized deferred financing costs (Note 6)	125,611,308
Deferred rent	104,750
	125,716,058
Total liabilities	144,556,205
Commitments and contingencies (Note 7)	
Members' equity	172,497,337
Total liabilities and members' equity	\$ 317,053,542

See notes to consolidated financial statements.

LEARN Midco, LLC and Subsidiaries

**Consolidated Financial Statements
December 31, 2021 and 2020**

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Report of Independent Auditors

To the Management of LEARN Midco, LLC

Opinion

We have audited the accompanying consolidated financial statements of LEARN Midco, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of operations, of changes in member's equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material

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if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

April 18, 2022

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LEARN Midco, LLC and Subsidiaries
Consolidated Balance Sheets
December 31, 2021 and 2020

	2021	2020
Assets		
Current assets		
Cash and cash equivalents	\$ 2,910,148	\$ 5,086,591
Restricted cash	507,171	507,161
Accounts receivable	41,926,934	35,426,939
Prepaid expenses and other assets	3,267,419	2,541,810
Total current assets	48,611,672	43,562,501
Property and equipment, net	4,835,099	4,821,758
Intangible assets, net	16,813,365	18,457,101
Goodwill, net	230,170,887	226,222,325
Other noncurrent assets	2,234,735	1,110,243
Total assets	<u>\$ 302,665,758</u>	<u>\$ 294,173,928</u>
Liabilities and Member's Equity		
Current liabilities		
Current maturities of long-term debt	\$ 1,481,954	\$ 850,000
Accounts payable	1,370,424	3,537,397
Accrued compensation	6,219,906	6,240,128
Accrued expenses and other current liabilities	13,849,176	7,270,164
Total current liabilities	22,921,460	17,897,689
Long-term debt, less current maturities, net	200,435,311	148,584,664
Other liabilities	2,144,750	5,326,237
Total liabilities	225,501,521	171,808,590
Member's equity	77,164,237	122,365,338
Total liabilities and member's equity	<u>\$ 302,665,758</u>	<u>\$ 294,173,928</u>

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LEARN Midco, LLC and Subsidiaries
Consolidated Statements of Operations
Years Ended December 31, 2021 and 2020

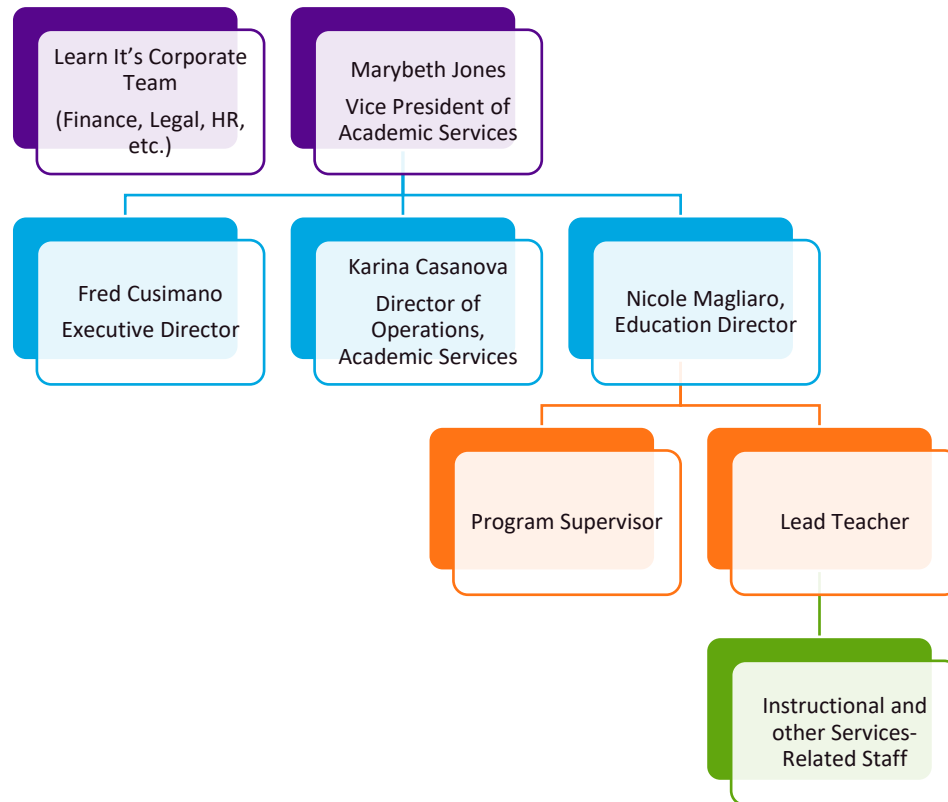
	2021	2020
Client service revenues	\$ 221,288,227	\$ 173,515,473
Cost of services	<u>141,298,439</u>	<u>106,614,581</u>
Gross profit	79,989,788	66,900,892
Selling, general and administrative expenses	<u>113,763,496</u>	<u>89,003,152</u>
Loss from operations	<u>(33,773,708)</u>	<u>(22,102,260)</u>
Other (expense) income, net		
Interest expense	(14,897,258)	(12,682,826)
Other income, net	-	(113)
Total other expenses	<u>(14,897,258)</u>	<u>(12,682,939)</u>
Net loss	<u>\$ (48,670,966)</u>	<u>\$ (34,785,199)</u>

CONFIDENTIAL FINANCIAL INFORMATION

Any further reproduction or dissemination of this information is STRICTLY PROHIBITED. The Company reserves all rights and title to this information.

Supporting Management Documentation

This contract will be overseen and supported by Learn It's Academic Services division. Marybeth Jones leads this team which includes dedicated staff members who are focused on providing significant and personalized support to its academic instruction programs. Locally, the Learn It Program Supervisor will be *dedicated to the supervision of the Learn It Programs* and will meet all requirements outlined in the RFP. Learn It will also appoint a Lead Teacher to oversee the day-to-day operations of their assigned school and address any specific concerns regarding capacity and the paperwork required for program administration.



Our team works every day to build bridges to empower students to achieve. Key personnel committed to this contract will include:

- Marybeth Jones, Vice President of Academic Services
- Fred Cusimano, Executive Director
- Karina Casanova, Director of Operations, Academic Services
- Nicole Magliaro, Education Manager

Name: Marybeth Jones

Title: Vice President of Academic Services

Intended Role and Responsibilities: Ms. Jones ensures that the instructional materials and program are effective and provided with fidelity. Ms. Jones will work with Karina Casanova, Director of Operations, Academic Services (and Program Supervisor), to ensure all Learn It instructional staff are trained, provided with professional development opportunities, and are consistently monitored and evaluated during the program.

Number of years of relevant experience: 20+ years

Supervisory responsibilities: Supervisor to Karina Casanova

Bio (educational background, specific qualifications related to role and responsibilities, past relevant experience): Ms. Jones has more than 20 years' experience in education, as a K12 teacher and higher education professor, as well as delivering educational support services in the private sector. At Learn It, she directs all the activities of the Academic Services Team, delivering services in more than a dozen large urban districts, including LAUSD, New York City Public Schools and Chicago Public Schools. She is responsible for day-to-day program operations. She manages resource and personnel allocations, deployment of staff, budgets, contract compliance, client partnerships and program retention. She has conducted quality audits for academic improvement programs across the US and has developed and executed Improvement Plans to ensure quality control. Ms. Jones has a BS in Education from Illinois State University and an MS in Education in Curriculum and Instruction from Grand Canyon University.

Name: Fred Cusimano

Title: Executive Director

Intended Role and Responsibilities: Program compliance review and evaluation to ensure program fidelity

Number of years of relevant experience: 40+ years

Supervisory responsibilities: No direct supervision for this contract

Bio (educational background, specific qualifications related to role and responsibilities, past relevant experience): Mr. Cusimano has 40 years of experience in the educational services industry. He brings a wealth of experience in program management, curriculum and instruction development and employee management. Prior to joining Learn It, he served as the Director of Federal Programs for Baltimore City Public Schools and managed several major federal grants including Title I Part A (\$80M), Title I School Improvement (\$5M), Title V-Neglected or Delinquent and Even-Start. Mr. Cusimano has an MA in Education from Johns Hopkins University and an MA in Clinical Psychology from Loyola University (Baltimore).

Name: Karina Casanova

Title: Director of Operations, Academic Services

Intended Role and Responsibilities: Lead manager for all services to the District and Learn It program operations related to the School District program.

Number of years of relevant experience: 15+

Supervisory responsibilities: All field staff, management staff, and subcontractors will report to Mrs. Casanova.

Bio (educational background, specific qualifications related to role and responsibilities, past relevant experience): Mrs. Casanova has 15+ years of experience managing a variety of educational programs in a public, non-public and charter school setting. Prior to joining Learn It, Mrs. Casanova managed after school programs for a large, supplemental educational services provider in Chicago. Mrs. Casanova is currently responsible for managing the program quality of K-12 school instructional programs in partnership with Learn It's large clients (which would include LBUSD). Mrs. Casanova holds a BS degree in Marketing and Management from the University of Illinois at Chicago. She holds an MBA and a graduate certificate of Management of Educational Corporations from Keller Graduate School of Management. Mrs. Casanova recently received her Chief School Business Official endorsement.

Name: Nicole Magliaro

Title: Education Manager

Intended Role and Responsibilities: Oversight and evaluation of educational programs

Bio (educational background, specific qualifications related to role and responsibilities, past relevant experience): Nicole is a former teacher with extensive experiencing overseeing educational programs. She has designed curriculum focusing on writing and literature aligned with Common Core Standards and taught grades 9-12 all levels (Honors, College Prep, In-Class Support). She has developed, implemented and assessed educational programs using research, databases, journals, and project and presentation methodologies. She is experienced collaborating with other departments and stakeholders and coordinating, planning, and presenting professional development. She holds a Master of Arts in Educational Leadership and Bachelor of Arts in English.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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.

Texas Business License



Franchise Tax Account Status

As of : 03/01/2023 15:21:14

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

LEARN-IT SYSTEMS, LLC	
Texas Taxpayer Number	32036549445
Mailing Address	6225 SMITH AVE STE 1001A BALTIMORE, MD 21209-3626
Right to Transact Business in Texas	ACTIVE
State of Formation	MD
Effective SOS Registration Date	03/17/2008
Texas SOS File Number	0800952908
Registered Agent Name	CORPORATION SERVICE COMPANY D/B/A CSC-LAWYERS INCO
Registered Office Street Address	211 E. 7TH STREET SUITE 620 AUSTIN, TX 78701

PROPOSAL FORM 4: CLEAN AIR 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: Learn-It Systems, LLC

Title of Authorized Representative: President, Behavioral Programs & Head of Corporate Development

Mailing Address: 6225 Smith Ave., Suite 100/1A, Baltimore, MD 21209

Signature: 

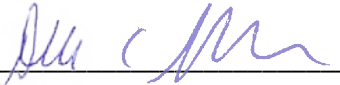
PROPOSAL FORM 5: DEBARMENT NOTICE

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: Learn-It Systems, LLC

Title of Authorized Representative: President, Behavioral Programs & Head of Corporate Development

Mailing Address: 6225 Smith Ave., Suite 100/1A, Baltimore, MD 21209

Signature: 

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

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



Signature of Respondent

03/02/2023 _____
Date

PROPOSAL FORM 7: 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.



Signature of Respondent

03/02/2023

Date

PROPOSAL FORM 8: 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 _ Light Street Special Education Solutions, LLC _

ADDRESS __ 6225 Smith Ave., Suite 100/1A __

____ Baltimore, MD 21209 ____

PHONE __ 877-576-4824 ____

FAX __ 866-769-6006 ____

RESPONDANT



Signature

Don Scheeler

Printed Name

President, Behavioral Programs &
Head of Corporate Development

Position with Company

AUTHORIZING OFFICIAL



Signature

Don Scheeler

Printed Name

President, Behavioral Programs &
Head of Corporate Development

Position with Company

PROPOSAL FORM 9: 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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Learn-It Systems, LLC
Baltimore, MD United States

Certificate Number:
2023-990118

Date Filed:
03/02/2023

Date Acknowledged:

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

Region 10

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

R10-1152
In-Person Tutoring, Counseling, and Professional Development Services

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

5 Check only if there is NO Interested Party.




6 UNSWORN DECLARATION

My name is Don Scheeler, and my date of birth is 10/14/1961.

My address is 1405 Gateshead Road, Towson, MD, 21286, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Baltimore City County, State of Maryland, on the 2 day of March, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

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.

Does vendor agree? DLH
(Initials of Authorized Representative)

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.

Does vendor agree? DLH
(Initials of Authorized Representative)

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:

Texas or Non-Texas Resident

PROPOSAL FORM 12: 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? 

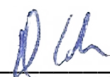
(Initials of Authorized Representative)

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? _____



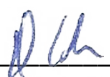
(Initials of Authorized Representative)

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? _____



(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? DLH
(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? DLH
(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? DLH
(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? DLH

(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? DU

(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? DU

(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? DLH
(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? DLH
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

Does vendor agree? DLH
(Initials of Authorized Representative)

13. 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? DLH
(Initials of Authorized Representative)

14. Applicability to Subcontractors

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

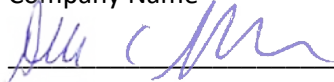
Does vendor agree? DLH

(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.

Learn-It Systems, LLC _____

Company Name

 _____

Signature of Authorized Company Official

Don Scheeler _____

Printed Name

President, Behavioral Programs & Head of Corporate
Development _____

Title

_03/02/2023_____

Date

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

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

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

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

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

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

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

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

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

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



Signature of Respondent

03/02/2023

Date

PROPOSAL FORM 14: 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: Learn-It Systems, LLC

Street: 6225 Smith Ave., Suite 100/1A

City, State, Zip Code: Baltimore, MD 21209

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 _____ Don Scheeler __, an authorized representative of _____ Learn-It Systems, LLC __, a (an LLC) 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
<u>Learn Guarantor, LLC</u>	<u>6225 Smith Ave., Suite 100/1A, Baltimore, MD 21209</u>	<u>100%</u>

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


President, Behavioral Programs & Head of Corporate
Development _____
Authorized Signature and Title

03/02/2023
Date

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of ~~New Jersey~~ Maryland

County of Baltimore City

I, Don Scheeler of the Baltimore
Name City

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

I am the President, Behavioral Programs of the firm of Learn-It Systems, LLC
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

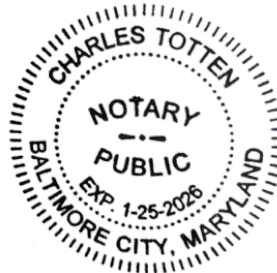
Learn-It Systems, LLC [Signature] President, Behavioral Programs & Head of Corporate Development
Company Name Authorized Signature & Title

Subscribed and sworn before me

this 2 day of March, 2023

[Signature]
Notary Public of ~~New Jersey~~ Maryland
My commission expires January 25, 2026

SEAL



PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Learn-It Systems, LLC
Street: 6225 Smith Ave., Suite 100/1A
City, State, Zip Code: Baltimore, MD 21209

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 X _____
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 X _____
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.



Authorized Signature and Title

03/02/2023

Date

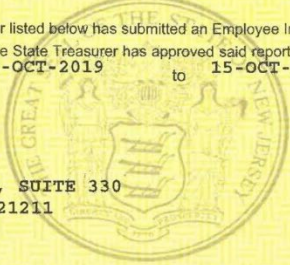
Learn It will provide an updated Certificate upon award.


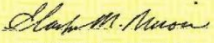
Certification 1232

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2019** to **15-OCT-2022**

LEARN IT SYSTEMS, LLC
3600 CLIPPER MILL ROAD, SUITE 330
BALTIMORE MD 21211





ELIZABETH MAHER MUOIO
State Treasurer

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).



Signature of Procurement Agent

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

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:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. 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:

5. 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
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. 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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

[illegible]☐ 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.

PROPOSAL FORM 18: 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


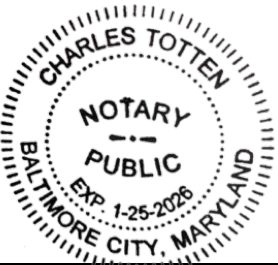
☐ Limited Partnership

☒ Limited Liability
Corporation

☐ Subchapter S
Corporation

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

Stockholders:

Name: Learn Guarantor, LLC Home Address: 6225 Smith Ave., Suite 100/1A, Baltimore, MD 21209	Name: Home Address:	
Name: Home Address:	Name: Home Address:	
Name: Home Address:	Name: Home Address:	
<p>Subscribed and sworn before me this 2__ day of __ March ____, 2 023 __.</p> <p> (Notary Public)</p> <p>My Commission expires:</p> <p></p>		<p> (Affiant)</p> <p>Don Scheeler, President, Behavioral Programs & Head of Corporate Development (Print name & title of affiant)</p> <p>(Corporate Seal)</p>

PROPOSAL FORM 19: GENERAL TERMS AND 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:

X 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.)

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

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

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

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).)

03/02/2023

Date

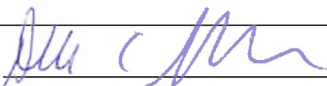

President, Behavioral Programs

Authorized Signature & Title

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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

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

Company name	Learn-It Systems, LLC
Address	6225 Smith Ave., Suite 100/1A
City/State/Zip	Baltimore, MD 21209
Telephone No.	877-576-4824
Fax No.	866-769-6006
Email address	don.scheeler@learnbehavioral.com
Printed name	Don Scheeler
Position with company	President, Behavioral Programs & Head of Corporate Development
Authorized signature	

Term of contract May 1, 2023 to April 30, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.



Region 10 ESC Authorized Agent

4/19/23

Date

Dr. Rickey Williams

Print Name

Equalis Group Contract Number R10-1152C



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.