



**REQUEST FOR PROPOSAL (RFP) FOR
Educational Content Providers and Learning Management
Systems**

**SOLICITATION NUMBER
37-22**

**PUBLICATION DATE
Tuesday, October 4th, 2022**

Response by:



CURATOR[®]

SOLUTIONS

TABLE OF CONTENTS

Tab 1 – Master Agreement / Signature Form.....3/10

Tab 2 – NCPA Administration Agreement.....11

Tab 3 – Vendor Questionnaire.....17

Tab 4 – Vendor Profile22

Tab 5 – Products and Services / Scope.....29

Tab 6 – References.....35

Tab 7 – Pricing39

Tab 8 – Value Added Products and Services 40

Tab 9 – Required Documents..... 42

TAB 1: MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

TAB 1: MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent 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.

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

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

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.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of

TAB 1: MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

TAB 1: MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this 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.

Certificates of Insurance

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

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.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester

TAB 1: MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

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 and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; 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

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. 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.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

TAB 1: MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent 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.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

TAB 1: MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$70 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

TAB 1: MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.

TAB 1: MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with the public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

TAB 1: MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

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 bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Curator Solutions, INC
Company Name

13461 Sunrise Valley Drive
Business Address

Herndon Virginia, 20171
City State Zip

+1(540)-514-1866
Telephone Number

N/A
Fax Number

jschaufeld@curatorsolutions.com
Email Address

Chief Executive Officer (CEO)
Printed Name Position

Jacob Schaufeld
Authorized Signature

Date: November 16, 2022

TAB 2: NCPA ADMINISTRATION AGREEMENT

TAB 2: NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Curator Solutions, INC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as **Contract Number** 11-64, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance

with the terms thereof (the “Master Agreement”), for the purchase of Educational Content Providers & Learning Management Systems;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to

TAB 2: NCPA ADMINISTRATION AGREEMENT

Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement. • NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration

TAB 2: NCPA ADMINISTRATION AGREEMENT

Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.

- This Administration Agreement and NCPA’s rights and obligations hereunder may be assigned at NCPA’s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA’s obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee

TAB 2: NCPA ADMINISTRATION AGREEMENT

schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

TAB 2: NCPA ADMINISTRATION AGREEMENT

ACKNOWLEDGEMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliances

National Cooperative Purchasing Alliance

Organization

Matthew Mackel

Name

Director, Business Development

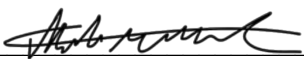
Title

PO Box 701273

Address

Houston, TX 77042

Address



Signature

December 1, 2022

Date

Curator Solutions, INC

Vendor Name

Jacob Schaufeld

Name

Chief Executive Officer (CEO)


Title

13461 Sunrise Valley Dr

Address

Herndon, VA 20176

Address



Signature

Date

TAB 3: VENDOR QUESTIONNAIRE

TAB 3: VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

Curator Solutions, Inc can provide our product and services to all 50 States and the District of Columbia. The highlighted box below shows the selection of that box. The Price coefficient is consistent among all states and the District of Columbia.

All 50 States & District of Columbia			
(Selecting this box is equal to checking all boxes below)			
Alabama	Illinois	Montana	Rhode Island
Alaska	Indiana	Nebraska	South Carolina
Arizona	Iowa	Nevada	South Dakota
Arkansas	Kansas	New Hampshire	Tennessee
California	Massachusetts	New Jersey	Texas
Colorado	Michigan	New Mexico	Utah
Connecticut	Minnesota	New York	Vermont
Delaware	Mississippi	North Carolina	Virginia
D.C.	Missouri	North Dakota	Washington

TAB 3: VENDOR QUESTIONNAIRE

Florida	Kentucky	Ohio	West Virginia
Georgia	Louisiana	Oklahoma	Wisconsin
Hawaii	Maine	Oregon	Wyoming
Idaho	Maryland	Pennsylvania	

All U.S. Territories and Outlying Areas	
(Selecting this box is equal to checking all boxes below)	
American Samoa	Northern Mariana Island
Federated States of Micronesia	Puerto Rico
Guam	U.S. Virgin Islands
Midway Islands	

All Canada Provinces and Territories	
(Selecting this box is equal to checking all boxes below)	
Alberta	Prince Edward Island
British Columbia	Quebec
Manitoba	Saskatchewan

TAB 3: VENDOR QUESTIONNAIRE

New Brunswick	Northwest Territories
Newfoundland and Labrador	Nunavut
Nova Scotia	Yukon
Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes

Maybe

No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes

Maybe

No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation. It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

Minority/Women Business Enterprise Historically Underutilized Business
Respondent Certifies that this firm Respondent Certifies that this firm is a Minority / Women
Business Enterprise Historically Underutilized Business

N/A Curator Solutions, INC is not certified

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization

No, we do not have any programs in place.

Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Herndon, State of Virginia.

TAB 3: VENDOR QUESTIONNAIRE

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller
Authorized Distributor Manufacturer marketing through reseller
Value-added reseller

Other: Internet Direct Sales (SaaS license/online platform)

Processing Contact Information

Contact Person Jacob Schaufeld

Title Chief Executive Officer (CEO)

Company Curator Solutions, INC

Address 13461 Sunrise Valley Drive

City/State/Zip Herndon, VA 20171

Phone +1 (540)-514-1866

Email jschaufeld@curatorsolutions.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

TAB 3: VENDOR QUESTIONNAIRE

Yes No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

TAB 4: VENDOR PROFILE

TAB 4: VENDOR PROFILE

Please provide the following information about your company:

Company's official registered name: Curator Solutions, INC

Brief history of your company, including the year it was established:

Curator Solutions, INC was established in 2019 after merging two companies Elearis and Real Time Cases. Real Time Cases (RTC) created content for Higher Education focusing on multimodal case studies directly competing with traditional publishers. RTC merged with Elearis to address content authoring and content management gaps to support large scale OPMs.

While consulting on large workforce deals, the team started seeing a massive gap in the K12 market with content management at an organization level. Each of our team members at Curator talked about their unique learning challenges which they had in school, how teachers found content, and how teachers made individualized lesson plans for us, but sometimes at the detriment of their own time and possibly other students. Our company wants to remedy this situation and work to bring equity into the school system, where every teacher has access to the same resources, they are easy to find, and they can personalize for students without spending hours lesson planning. This also brings equity for our student learning, as now each student can have access to a personalized learning experience.

Curator brings almost a decade of content and education technology experience to K12 growing rapidly in under a year supporting schools directly through pilots quickly evolving to paid engagements.

Company's Dun & Bradstreet (D&B) number: 080460115

Company's organizational chart of those individuals that would be involved in the contract:

Employee Name	Role	Description
Jacob Schaufeld	CEO	Jacob Schaufeld is the Chief Executive officer. He is in charge of overseeing day to day practices and strategic decisions with the

TAB 4: VENDOR PROFILE

		product, school contracts, and partnerships.
Jessica Graham	Head of School Partnerships	Jessica is in charge of implementation of school contracts, customer success, as well as assigning the lead trainer and Subject Matter Experts.
Jimena Garcia	Head of Product	Jimena builds and decides on product direction from customer feedback. She assures the product is based on teacher feedback and usability groups.
To be assigned dependent on geographical position (TBD)	Lead Trainer	The lead trainer assigned to each contract will perform in person trainings/online trainings and is dependent on geographic.
Annissa Furr	Subject Matter Expert	Annissa curates specialized content which teachers need that they are unable to find in our library. She also builds content and consults on scope/sequence and curriculum needs.
Jessica Gray	Subject Matter Expert	Jessica curates specialized content which teachers need that they are unable to find in our library. She also builds content and consults on scope/sequence and curriculum needs.

TAB 4: VENDOR PROFILE

Rhiannon Dame	Subject Matter Expert	Rhiannon curates specialized content which teachers need that they are unable to find in our library. She also builds content and consults on scope/sequence and curriculum needs.
Roger Graham	Chief Technical Officer	Roger is managing all technical needs including: building the platform, online security, feedback loops, and technical support.
TBD	Subject Matter Experts	This subject matter expert will be an expansion of our team to supply appropriate customer support and content support for our schools and teachers.

Corporate office location.

List the number of sales and services offices for states being bid in solicitation.

We provide virtual customer support for both subject matter expertise and technology support based on the time zone needed. These flexible support staff scale directly with the needs of our customers. On an as needed basis, we send customer support specialists to schools for teachers to have easier accessibility for in- person support and content requests. Curator has 3 sales/services offices in place with our current contracts and is ready to expand.

List the names of key contacts at each with title, address, phone and e-mail address.

1. **Jessica Graham:** Head of School Partnerships, Virtual, 908-309-0884, jgraham@curatorsolutions.com.
2. **Jacob Schaufeld:** CEO, Virtual, 540-514-1866, jschaufeld@curatorsolutions.com
3. **Jimena Garcia:** Director of User Experience and Design, Virtual, jgarcia@curatorsolutions.com

TAB 4: VENDOR PROFILE

4. **Roger Graham:**CTO, Virtual, rgraham@curatorsolutions.com

Define your standard terms of payment.

Curator's standard terms of agreement start with a 1 year license contract. Receipt of payment is to be received within 30 days of the start of the contract/when the invoice is sent. Curator does yearly billing on a standard basis.

Check is the standard way in which we receive payment, but we are also able to receive payments electronically.

Who is your competition in the marketplace?

Curator's competition in the marketplace includes Kiddom, Wakelet, Planbook, and Chalk.

We also compete with LMS's such as Canvas and Schoology as they have content management capabilities.

We are unaware of a company which matches directly with our system due to the novel design of the platform. Curator was designed as a product to centralize learning tools for teachers, create one workflow while lesson planning, grading and looking at data within the classroom. We are specialists in content curation, not only content management, and provide a unique solution to K12 which has not been done before.

Provide Annual Sales for last 3 years broken out into the following categories:

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

What differentiates your company from competitors?

Curator is differentiated from its competitors such as Kiddom, Chalk, and Planbook through content curation. While many tools do not provide access to content (Chalk) or only provide access to specific resources (Kiddom), our search engine, CODI (Curated On

TAB 4: VENDOR PROFILE

Demand Instruction) allows for teachers to easily find standards-aligned open educational resources all in a single lesson planning space. CODI leverages both free and paid licenses that a school has access to and allows for flexibility within each teachers' classroom. These lesson plans then connect to the school's LMS enabling a single tool to track student engagement and they're classes throughout the year. Curator also creates visibility into other teachers' classes within the organization enabling vertical alignment among grades and classes as well as sharing of resources.

The curation of educational content and ability to personalize learning to students differentiates us from lesson planning on LMS systems such as Canvas Blackboard, Brightspace and Powerschool. These LMS platforms support basic course creation, but lack many of the features and functions of the Curator platform. The Curator recommendation engine is a novel tool that provides an educational platform which is uniquely designed to effectively educate each individual student. One of the most significant limitations of LMS platforms is the level of technical skills required of educators and lack of conditional pathway learning. Teachers have varying levels of experience and comfort using technology and current LMS platforms can be overly complex and difficult to navigate. The Curator platform offers an easy to use and intuitive toolkit that empowers teachers to create robust course materials with little or no advanced technological skills.

On the Curator platform course content delivery is multimodal and includes text, audio, videos, images, infographics, interactives, games, quizzes and assessments, feedback loops, and individualized review opportunities. Reinforcement and redirection of core topics is built into the platform and is customizable to meet students' individual needs regardless of grade level. The customizable platform accommodates all students from special education to gifted education, and all students in between. Curator empowers teachers with the tools needed to create highly engaging and dynamic digitally enhanced learning experiences that improve student outcomes.

Lastly, our best in class customer service allows for teachers to always reach a customer support specialist as well as subject matter experts for their every need. Curator is working towards helping teachers in their day to day lives, as well as creating equity within the school systems in the classroom. Our team believes every student should be able to have a chance to equip themselves with knowledge and Curator does this with its adaptive content management. We also believe administrators should have the ability to customize content curation for their teachers and content management to their schools. Our customer service team works to create specialized libraries specific for schools scope and sequences so that teachers and administrators can collaborate on what works best for their school, classrooms and students.

Describe how your company will market this contract if awarded.

If Curator is awarded this contract, we will make use of social media to alert our current community, especially targeting educator groups where teachers are currently requesting content. We will write a PR release to assure we are notifying all networks about this

TAB 4: VENDOR PROFILE

contract.

Marketing for Curator involves many individual and personal touch points as we are a customer service driven company. Our marketing outreach if awarded this contract will be reaching out to schools on a customized basis with their needs in mind. Per an education weekly survey, educators find it frustrating to get so many emails from educational technology companies. We find it very important to be direct and pointed in our marketing. This allows us to get to know our point of contacts on a one-to-one basis, assess needs, and carry out contracts to guarantee we are meeting those needs and decreasing stress in the organization.

Describe how you intend to introduce NCPA to your company.

Curator is a collaborative company that involves employees at every level of the organization, so the team is aware of this proposal and has been briefed on its scope and purpose. Upon award, we will hold a company-wide meeting to formally introduce the National Cooperative Purchasing Alliance (NCPA) to the team and begin executing on our plan. We will share the details of the contract and revisit our strategy to ensure that everyone is up to speed and ready to deliver the product to customers.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Curator allows for schools to book demonstrations and consultations to view our product through our website. A sandbox environment is then set up after the call to allow for schools to invite multiple educators to see the tool and start to build out courses. This enables educators to test and assures we have an effective implementation as well as alignment at a school wide level. The sandbox environment allows for our team to understand the specific needs of school and customize knowledge indexes to their needs.

The demo is booked with our head of school partnerships who will manage the contracts from start to finish, as well as into implementation to make sure the process is as smooth as possible. This means within hours, contracts can be signed and the Curator platform is up and running for organizations.

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

Curator's customer service department runs from 7am-7pm EST. As customer service is at the center of what we do, all team members take part in providing timely service to customers from calls to live chat. We have 10 team members that are consistently monitoring the customer services lines and will scale with each new school. Depending on geographical locations, we have customer service representatives ready to start so Curator

TAB 4: VENDOR PROFILE

can extend our hours of operation to guarantee customer satisfaction in each time zone and school we support.

Green Initiatives (if applicable)

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies' environmental policy and/or green initiative.

Curator is deeply committed to minimizing our impact on the environment and green initiatives are considered in every business decision. Our company is 100% online and all employees are virtual, eliminating the need for a commute and unneeded office space. Additionally, we utilize digital platforms for all documentation to avoid printing and opt for virtual meetings and assign training sessions to trainers in the locality to reduce travel. Curator also supports the United Nations Sustainable Development goals, and our company practices directly contribute to goals 4 (quality education), 12 (sustainable consumption and production), and 16 (peace, justice, and strong institutions).

Anti-Discrimination Policy (if applicable)

Describe your organizations' anti-discrimination policy.

Curator has adopted a Nondiscrimination and Anti-Harassment Policy that clearly states our discrimination policy and explain the company's stance on discrimination. This policy plainly states that discrimination and harassment will not be tolerated, and that Curator is deeply committed to a positive work environment, free from discrimination, harassment, and retaliation.

Vendor Certifications (if applicable)

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. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

This section is not applicable to Curator Solutions, INC.

TAB 5: PRODUCTS AND SERVICES

Respondents shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Educational Content Providers and Learning Management Systems categories. List all categories along with manufacturer that you are responding with:

- **A library of content that educators can design or enhance curriculum**
- **The ability to create specific content for every child (personalized learning solutions)**
- **Curriculum for S.T.E.M. as well as Literacy, Economics, Social Studies, IT, and Geography**
- **Curriculum for Career Development (for higher ed)**
- **Intervention Curriculum**
- **Please also inform if you have solutions for regular ed as well as education solutions for students with special needs**
- **Customizable reporting options**
- **Please also respond if any of your solutions require additional hardware. If so, please outline what is required**
- **With all solutions, please outline how the resources you provide improves the experience for the student and the instructor. Examples of student & teacher successes based off your solutions will be appreciated**

TAB 5: PRODUCTS AND SERVICES

The bolded items above define what Curator is responding with. Refer to the following pages for explanations and examples.

Curator Solutions, Inc. purpose: Bring equity into education through content searchability and lesson planning, in turn decreasing teachers stress levels and bettering student outcomes.

Curator Solutions, Inc. mission: Curator's mission is to improve the teaching and learning by: Addressing existing challenges that impact learning; Enabling access to high-quality standards-aligned K-12 curriculum; Accelerating use of pedagogical best-practices to close learning gaps; Equipping educators with tools needed to create dynamic and engaging digitally enhanced classrooms; Empowering educators to use technology to meet students' differentiated learning needs; Creating accessible, self-efficacy building learning experiences and; Creating a flexible learning infrastructure to address the problems of tomorrow, today.

Warranty: Curator is an online platform which involves no installment of equipment or replacement parts. Our platform does not have a life expectancy as it is currently built and operational. Curator Solutions guarantees 99.9% uptime of the platform. Any outages or problems with the platform will be addressed by a team member within 2 hours during business hours, and within 12 hours outside of operating hours. This response will include a detailed plan for resolution.

Product: The primary product is the Curator Educate platform, which is fully online. This platform comes with regular support and updates as well as on-demand training services. We guarantee 99.9% uptime of the platform.

Construction: All Curator customers are informed of downtime 2 weeks in advance through emails and banners during log in. Downtime never happens during the school/work day and only during hours where minimal usage is occurring. Fixes/updates occur in the timely manner to assure 99.9% uptime.

List of categories (with manufacturer) that Curator Solutions is responding with:

1. A library of content that educators can design or enhance curriculum

The Curator platform includes a library of content that educators can use to design or enhance curriculum, with the ability to create specific content for every child (personalized learning solutions).

Curator provides each school and license with 100,000+ Open Education Resources (OERs) tagged to their states standards. This set of resources is searchable by standard as well as by subject, domain and modality making a simple interface to find content. All of these resources are supplemental to the curriculum which schools have in place and allow the educators to enhance learning of each student when they are working on engagement or

TAB 5: PRODUCTS AND SERVICES

differentiation of source materials in the classroom. Individual resources are easily shared to the LMS, separate from a lesson plan allowing teachers to give students extra opportunities to remediate or achieve a mastery of learning.

Ex: This was critical for NEOM as they created a new school environment that blended many cultures and teachers together. Teachers could now choose the in class content from the repository mixed with existing resources to create a holistic organizational approach. The platform also allowed for digital infrastructure to begin to be built with teacher turnover as each new educator could see the class and lesson plans from the prior year.

2. The ability to create specific content for every child (personalized learning solutions)

Curator has conditional branching pathways either through assessment or through a “choose your own pathway”. The assessment driven pathways allows for teachers to test for understanding and mastery of a subject and automatically drive students towards remediation of that subject due to a lower score, or towards more difficult materials to continue with a lesson or achieve a higher understanding. The choose your own pathway model is also built into our product allowing for teachers to build the same lesson plan within different modalities, or i.e. a counting exercise, one with dogs, another with frogs depending on student interest. These pathways enable students to engage on their terms, whether they like reading aloud, reading on their own, or feel they are able to better understand content due to the subject matter behind it. Lastly, with our deployment method, teachers are able to build individual course materials for each individual student. On a one to one level, educators are able to personalize their lesson plans with our resources to help students learn on the same playing field and all feel confident leaving school with source materials.

Ex: Holbrook: Holbrook Indian School provides a unique educational experience to Navajo students. In this rural area it is critical to both personalize education based on the technological requirements as well as individual student needs. Students can struggle with a variety of physical and emotional challenges that need to be heavily considered in their learning experience. The Curator platform, in conjunction with support from the team, works with educators to find and explore customized learning opportunities for students. This can include but is not limited to SEL, remediation, at home activities, religious integration, and holistic self paced support. We have worked hard and succeeded in both personalizing learning and reducing teacher stress in these efforts.

3. Curriculum for S.T.E.M. as well as Literacy, Economics, Social Studies, IT, and Geography

Curator’s ever-expanding library contains curriculum for all of the S.T.E.M. fields and includes a collection of experiments that can be done in class or at home to give students a hands-on learning experience. Our library also contains curriculum material for Literacy,

TAB 5: PRODUCTS AND SERVICES

Economics, Social Studies, IT, and Geography. Educators that need specialized content can work with one of our curriculum designers that will create the content needed. Along with general content, educators can search for specific areas or providers that support these content areas. We are also committed to finding our creating new content for specific needs working with our team of subject matter experts.

Ex: Schools currently using the platform have access to all of this content and individual teachers are currently using those resources to create robust and engaging content.

4. Curriculum for Career Development (for higher ed)

The Curator platform contains a robust collection of material focused on career development for grades 5-8 and grades 9-12 that reviews numerous career fields, post-high school educational options, trade school information, and a comprehensive review of jobs available post high school. The high school material could be used in higher education as well.

Ex: PCS: The Curator team and Platform has supported higher education and career initiatives for a variety of organizations. The most robust project including Pearson Career Services developed an application that piggy-backed off of an existing program for first year college students to gain job applicable skills and competencies. This included content/collaboration/and a taxonomy to help students identify strengths and weaknesses as well as learning pathways towards different jobs. Students also could learn what skills and actions were universally critical to the job market.

5. Intervention Curriculum

The Curator team is aware of the gaps in knowledge that exists in K-12 education, and we have designed our platform to specifically address these gaps and provide intervention curriculum for all grades and all students. Educators that use the Curator platform will have access to learning material for all grade levels, and they can easily create entire units or practice sessions for students that require additional support. Additionally, the platform can accommodate highly achieving and gifted students that benefit from additional learning material and activities above their grade level.

The educators currently using the platform are especially grateful for this feature. It allows them to quickly adapt their instructional material to meet the needs of all of their students with a few clicks. This has been helpful as schools continue to address learning gaps created by the COVID pandemic, and work with students to build missing skills and grow other students' skills.

Ex: FSU Lab School in collaboration with the Curator team identified key curriculum assets and learning styles used by remediation teachers with the highest outcomes. These assets were then indexed in the Curator platform and have since become an efficacious

TAB 5: PRODUCTS AND SERVICES

template for new teachers looking to address learning gaps through remediation. This has given teachers an opportunity to both leverage successes of past high performing educators but also to expand and share the library of effective teaching methods.

6. Please also inform if you have solutions for regular ed as well as education solutions for students with special needs

The Curator platform, due to its ability to ingest and recommend content, allows for educators with neurodiverse students and neurotypical students to find resources and lesson plans. Curator allows for visibility throughout the organization and therefore when there are interventionists or self contained classrooms, special education teachers can continue to work with their students on an individual basis, and see the lesson plans/resources for the neurotypical classrooms. Curator enables special education teachers to create IEPs for their students, share the materials with other educators, and find resources. Our customer service driven content team has specialists in the special education field who support these teachers in finding content that is best used in the classroom without hours of searching.

Course content delivery is multimodal and includes text, audio, videos, images, infographics, interactives, games, quizzes and assessments, feedback loops, and individualized review opportunities. Reinforcement and redirection of core topics is built into the platform and is customizable to meet students' individual needs regardless of grade level. The customizable platform accommodates all students from special education to gifted education, and all students in between. Curator empowers teachers with the tools needed to create highly engaging and dynamic digitally enhanced learning experiences that improve student outcomes.

Ex: Our platform is used in 3 schools with self-contained and neurodiverse students. The teachers find the ability to customize and find resources extremely helpful.

7. Customizable reporting options

CODI, Curator's recommendation engine, allows for data reporting from a student insight level, as well as the school/district level. CODI tracks what resources and modalities teachers are using in the classrooms, from Edpuzzle, Nearpod and Google slides, to activities from ReadyIXL and jeopardy games. When teachers deploy their content and lesson plans, they can see the tracking of each student in the classroom, how long they have spent on each content piece, when they accessed it, wrong/right answers and class comparisons. From a school/district level, administrators can track the differences of departments, comparisons of classrooms and teachers, what curriculum/content is being used most often, all the way down to how students are performing. The data is collected and then customized to each one of our customers, on how they think it best to view it as well as what they would like to see. It's important that all data we collect is actionable to our customers.

TAB 5: PRODUCTS AND SERVICES

8. Please also respond if any of your solutions require additional hardware. If so, please outline what is required

The Curator platform is web hosted and responsive to computers, tablets, or similar devices with internet access. Though broadband access is not required and has been proven in our rural schools, some internet or data connection is needed. Due to Curator's purpose, if schools do not have access to technology hardware we can and have worked with our philanthropic partners to assure technology can be brought in with our product at no additional cost to the schools. Holbrook Indian School is one such example in which we worked with non-profit partners to additionally provide chromebooks to students.

TAB 6: REFERENCES

TAB 6: REFERENCES

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services:
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.

TAB 7: PRICING

TAB 7: PRICING

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Curator Solutions, INC Pricing is attached in a separate PDF on the Bonfire portal. Please refer to that PDF for our description of pricing.

TAB 8: VALUE ADDED PRODUCTS AND SERVICES

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Deploy courses non-LMS platforms: Curator can deploy courses or libraries to LMS or non-LMS platforms. This provides the ability to reveal general resources or libraries to stakeholders outside of the classroom or students in a non-traditional and/or self paced learning environment. The current political climate around school allows for parents to be more involved within the classroom and this portion of our platform can enable schools to share resources with parents and children alike.

Philanthropic: Curator Solutions' purpose revolves around creating an equitable education system, where everyone can have access to quality educational material as well as have the confidence to succeed. While continually working towards this goal, our company partners with philanthropic organizations to donate technology to schools that may not be able to afford technology for the classroom or for the teachers. This work is extremely important to us and has been successful within our current cohort of schools.

Training: Curator Solutions offers in person and virtual training. While this is normal for companies to do, Curator also offers a self paced training guide. This training guide allows teachers to onboard themselves onto the platform prior to the beginning of the school year. This self-paced guide allows for teachers to set up their courses, request content early and overall decreases the stress of the teacher prior to the professional development at the beginning of the year.

HUB/MWBE: Curator Solutions although are not MWBE or HUB Participation certified, our company is a majorly woman workforce. Among our team, we are 6 women with 2 men. At Curator, it is extremely important for us to have a balanced team that is representative of the population. We value diversity in our workplace and make it a continual priority when hiring to our team.

Customer Service: Customer service is what is most important to the Curator team. We are available to all of our customers through live chat, phone calls and emails during 7am-6pm Monday through Friday as we have said. Curator Solutions believes that each learning experience, school, teacher and administrator needs a unique solution to their problems. This can be from content to data, yet we are always here to help. From trouble shooting our LMS's to helping with walkthroughs to our own platform, we meet our customers where they are in their learning journey.

The commitment to customer satisfaction goes further than just online. We make sure to send representatives to schools to be there for in person support for the teachers and administrators. This assures a smooth transition onto Curator and implementation of the product. Being in the

TAB 8: VALUE ADDED PRODUCTS AND SERVICES

school allows our team to understand the dynamics of the school, the classrooms teachers are managing and gives us a better understanding of content and curriculum needs.

Lastly, our subject matter experts are the last tier of our customer service team. While it is amazing to get technical support for an ed tech tool, our subject matter experts are there to support the teachers in the classroom and with their content needs. Being able to ask for content allows for teachers to spend less time lesson planning and more energy in the classroom with the students. Furthermore, our subject matter experts are up to date on standards changes, so when standards change in states we are there to support with retagging material and recategorizing classwork for our teachers so the students get the best learning experience.

TAB 9: REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005

- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

TAB 9: REQUIRED DOCUMENTS

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to 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 as detailed in the terms of the contract

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

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

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

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

TAB 9: REQUIRED DOCUMENTS

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

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

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

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

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

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

TAB 9: REQUIRED DOCUMENTS

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

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
 - o No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - o If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-

TAB 9: REQUIRED DOCUMENTS

LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

- o 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 all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS

INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror’s personnel for the purpose of interview and discussion

TAB 9: REQUIRED DOCUMENTS

relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), 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.

I hereby further 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.

CONTRACTOR REQUIREMENTS

Contractor Certification

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 is 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.

TAB 9: REQUIRED DOCUMENTS

The offeror 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 NCPA Participating entities in which work is being performed.

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

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

Business Operations in Sudan, Iran

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

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE

PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in

TAB 9: REQUIRED DOCUMENTS

which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
- a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees
- to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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

TAB 9: REQUIRED DOCUMENTS

apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act”, 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
- d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor’s control where segregated facilities are maintained. As used in this certification the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with

TAB 9: REQUIRED DOCUMENTS

the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, “*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*”, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor’s receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor’s work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that

TAB 9: REQUIRED DOCUMENTS

DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor

agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

TAB 9: REQUIRED DOCUMENTS

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror Curator Solutions, INC

Address 13641 Sunrise Valley Rd

TAB 9: REQUIRED DOCUMENTS

City/State/Zip Herndon, Virginia 20171

Authorized Signature Jacob Schaufeld

Date November 16, 2022

ANTITRUST CERTIFICATION STATEMENTS

TEXAS 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 bid, 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 bid, 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 bid 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.

Company Name Curator Solutions, INC

Address 13641 Sunrise Valley Dr

City/State/Zip Herndon, VA 20171

Telephone Number (540) 514 1866 Fax _____

TAB 9: REQUIRED DOCUMENTS

Number N/A Email

Address jschaufeld@curatorsolutions.com Printed

Name Jacob Schaufeld Title

 Chief Executive Officer

Authorized Signature *Jacob Schaufeld*

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>