

# TIPS VENDOR AGREEMENT

Between Beereaders Inc and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 210902 Classroom and Teaching Aids Goods and Services**

## General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

### Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

## Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

## Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

## Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

## Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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 Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor 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 Agreement.

## Term of Agreement and Renewals

The Agreement with TIPS is for approximately **three (3)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **three-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

**“Start Date” for Term Calculation Purposes Only:** Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

**Example:** *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

**“Termination Date”:** The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **three years**.

**Example:** *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

**Extensions:** Any extensions of the original term shall begin on the next day after the day the original term expires.

**Example Following the Previous Example:** *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

**Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

**Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

**Invoices**

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

**Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

## **Pricing**

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

## **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

## **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

#### **State of Texas Franchise Tax**

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

#### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

#### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

#### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

#### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from

the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **Licenses**

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

### **Site Requirements (*only when applicable to service or job*)**

**Cleanup:** When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Safety Measures**

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

### **Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

### **Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

### **Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

### **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

### **Legal obligations**

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective

date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

### **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.

### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.



**Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

**Vendor’s Resellers as Related to This Agreement**

Vendor’s Named Resellers (“Resellers”) under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor’s Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

**Support Requirements**

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

**Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

**SECTION HEADERS OR TITLES**

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

**STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX,75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

### Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com). Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS

Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

*Paz Mosqueira*

# TIPS Vendor Agreement Signature Form

RFP 210902 Classroom and Teaching Aids Goods and Services

Company Name Beereaders Inc

Address 8121 Bee Cave Road, Suite 200

City Austin State TX Zip 78746

Phone 781-242-0552 Fax \_\_\_\_\_

Email of Authorized Representative Paz.mosqueira@beereaders.com

Name of Authorized Representative Paz Mosqueira

Title Sales Operations Specialist

Signature of Authorized Representative *Paz Mosqueira*

Date 09/27/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature *David Wayne Fitts*

Approved by ESC Region 8 *David Wayne Fitts*

Date 11-18-2021

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



## 210902 Addendum 2

### Beereaders

### Beereaders

### Supplier Response

#### Event Information

Number: 210902 Addendum 2  
Title: Classroom and Teaching Aids Goods and Services  
Type: Request for Proposal  
Issue Date: 9/2/2021  
Deadline: 10/15/2021 03:00 PM (CT)

Notes: **IF YOU ALREADY HAVE A CONTRACT that allows you to sell all of your offerings, there is NO NEED to respond to this RFP.**

You may respond regardless of the number of contracts you hold, but sometimes it can create conflicts for you with customers as to which contract to utilize.

Those titles could include:  
Classroom and Teaching Aids  
Academic Curriculum and Instructional Materials  
Curriculum and Educational Materials  
Science Equipment and Supplies  
or other applicable titles for your offerings.

#### Contact Information

Address: Region 8 Education Service Center  
4845 US Highway 271 North

Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: bids@tips-usa.com

## Beereaders Information

Contact: Paz Mosqueira  
Address: 8121 BEECAVE RD  
SUITE 200  
AUSTIN, TX 78746  
Phone: (781) 242-0552  
Email: paz.mosqueira@beereaders.com  
Web Address: www.beereaders.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Paz Mosqueira

Signature

Submitted at 9/27/2021 5:43:53 PM

sales\_rfp@beereaders.com

Email

## Supplier Note

## Requested Attachments

### Agreement Signature Form

210902 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

### Pricing Form 2

210902 Pricing Form 2 (1).xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.  
DO NOT UPLOAD encrypted or password protected files.

### Reference Form

210902 Reference\_Form (1).xlsx

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Form 1295 Certificate 100826358 (1).pdf

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.



## Proposed Goods and Services

Service-Provider-Beereaders-ENG.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

## D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## Warranty

Beereaders- Warranty\_Refund.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## Vendor Agreement

210902 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

## Pricing Form 1

1-210902 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

## Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

## Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo

Format: 300 x 225 px - .png, .eps, .jpeg preferred

## Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

## Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

## Confidentiality Claim Form

210902 CONFIDENTIALITY CLAIM FORM.PDF

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

## Current W-9 Tax Form

Fw9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

## Response Attachments

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### Beereaders -Book-Catalog-2021.pdf

Book Catalog

# BeeReaders\_-\_From\_Research\_to\_Innovative\_Practice.pdf

Research behind Beereaders

## Beereaders- Insurance.pdf

Insurance

### Bid Attributes

<b>1</b>	<b>Yes - No</b> Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
<b>2</b>	<b>Yes - No</b> Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
<b>3</b>	<b>Yes - No</b> The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
<b>4</b>	<b>States Served:</b> If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
<b>5</b>	<b>Company and/or Product Description:</b> This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="Beereaders is a supplemental digital Spanish reading comprehension program with the goal of strengthening reading comprehension skills of emergent bilingual students in grades 2-12. Our digital platform promotes reading skills using adaptive learning in an instructionally sound and gamified environment, providing the growing population of Spanish-speaking students with tools and resources that allow them to improve their reading comprehension."/>
<b>6</b>	<b>Primary Contact Name</b> Primary Contact Name <input type="text" value="Paz Mosqueira"/>
<b>7</b>	<b>Primary Contact Title</b> Primary Contact Title <input type="text" value="Sales Operations Specialist"/>
<b>8</b>	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="paz.mosqueira@beereaders.com"/>

<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7812420552"/>
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<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Ruben Arias"/>
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<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="CEO"/>
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<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="ruben.arias@beereaders.com"/>
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<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5125905901"/>
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<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>18</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Paz Mosqueira"/>
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19	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="paz.mosqueira@beereaders.com"/>
20	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7812420552"/>
21	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Paz Mosqueira"/>
22	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="sales_rfp@beereaders.com"/>
23	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7812420552"/>
24	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="www.beereaders.com"/>
25	<b>Entity D/B/A's and Assumed Names</b> Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
26	<b>Primary Address</b> Primary Address <input type="text" value="8121 BEECAVE RD, SUITE 200"/>
27	<b>Primary Address City</b> Primary Address City <input type="text" value="AUSTIN"/>
28	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>
29	<b>Primary Address Zip</b> Primary Address Zip <input type="text" value="78746"/>

**3**  
**0** **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Spanish, dual language, bilingual, reading, educational software, language, reading skills, reading, ebook

**3**  
**1** **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

**3**  
**2** **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

Yes

**3**  
**3** **Company Residence (City)**

Vendor's principal place of business is in the city of?

Austin

**3**  
**4** **Company Residence (State)**

Vendor's principal place of business is in the state of?

Texas

**3  
5 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

**3  
6 MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

**3  
7 Catalog or list pricing of vendor**

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

**3  
8 TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

**39** **Yes - No**  
Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?  
  
TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

**40** **Additional Discounts?**  
Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

**41** **Years in Business as Proposing Company**  
Years in business as proposing company?

**42** **Resellers:**  
Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.  
  
EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.  
  
(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

**43** **Right of Refusal**  
The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

**44** **NON-COLLUSIVE BIDDING CERTIFICATE**  
By submission of this bid or proposal, the Bidder certifies that:  
  
1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;  
  
2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:  
  
3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;  
  
4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.  
  
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

**4**  
**5** **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.  
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

Yes  **Vendor corrected erroneous response to "No" via email on 11.15.21.**

**4**  
**6** **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

Yes  **Vendor corrected erroneous response to "No" via email on 11.15.21.**

**4**  
**7** **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

**4**  
**8** **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

**4**  
**9** **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

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;

(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.



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### Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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### Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

**5**  
**2** **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

**5**  
**3** **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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

**5 4 2 CFR PART 200 Contracts**

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.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

**5 5 2 CFR PART 200 Termination**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

**5 6 2 CFR PART 200 Clean Air Act**

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 \$250,000 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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5  
7

**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5  
8

**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

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**2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

**6 2 CFR PART 200 Rights to Inventions**

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 the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

**6 2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

**6 2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

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**Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

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

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

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

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**If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

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**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

**6 6 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

**6 7 Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes, I Agree (Yes)

**6  
8 Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

**6  
9 Remedies Explanation of No Answer**

**7  
0 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

**7  
1 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?



**7  
2** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

**7  
3** **Infringement(s) Explanation of No Answer**

*No response*

**7  
4** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7  
5** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

**7 Insurance and Fingerprint Requirements Information**

**6 Insurance**

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

**Fingerprint**

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

## Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

**NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

**OR**

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

**7**  
**8** **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**7**  
**9** **Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

**8**  
**0** **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

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**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

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**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

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**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

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**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**86** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

**87** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

**88** **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

**89** **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**90** **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.

Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

**9 1 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**9 2 Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**9 3 Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the **Vendor Portal User Guide** will walk you through the process of reporting sales to TIPS. Please refer to the TIPS **Accounting FAQ's** for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

**9 4 Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

**9 5 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**9  
6 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES  
(Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**9  
7 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH  
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:**

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.



References

TIPS RFP 210902 Classroom and Teaching Aids Goods and Services

**Beereaders Inc**

**DO NOT** HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

**ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT.**

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.  
DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	<b>VALID TYPED EMAIL IS REQUIRED</b>	Phone
Innova Schools	Ursula Asmad	<a href="mailto:Uasmad@colegiosperuanos.edu.pe">Uasmad@colegiosperuanos.edu.pe</a>	(51)967772589
Escuela basica particular 951 España	Germain Bravo Quiroz	<a href="mailto:director@951espana.cl">director@951espana.cl</a>	(56)92184965
Colegio Independencia	Ernesto Mosquera Vergaray	<a href="mailto:emosquera@independencia.edu.pe">emosquera@independencia.edu.pe</a>	(51) 14468041
Dogwood Elementary School	Enid Figueroa	<a href="mailto:efigueroamaldonado@newcaneyisd.org">efigueroamaldonado@newcaneyisd.org</a>	346-442-1145
Sharptown International School	Luis Carrillo Albornoz	<a href="mailto:Luis.CarrilloDeAlbornoz@houstonisd.org">Luis.CarrilloDeAlbornoz@houstonisd.org</a>	(713)-778-3440 Ext- 235
Montgomery Elementary School	Alison Bowen	<a href="mailto:Alison.Bowen@misd.org">Alison.Bowen@misd.org</a>	936-276-3600

**Required Confidential Information Status Form**

Beereaders Inc

Name of company

Paz Mosqueira - Sales Operations Specialist

Printed Name and Title of authorized company officer declaring below the confidential status of material

8121 Bee cave Road, Suite 200

Austin

TX

78746

781-242-0552

Address

City

State

ZIP

Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

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If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

**ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.**

**OPTION 1:**

**I DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

**IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.**

**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**OR**

**OPTION 2:**

**I DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Paz Mosqueira Date 09/27/2021



### **Warranty/ Refund**

We will provide a full refund within the first 30 days of the subscription start date for all purchases in which the purchaser is either dissatisfied with the platform or has been unable to use it.

Cancellations must be requested in writing within 30 days of license activation, and the license cannot have been accessed multiple times. To request a cancellation, contact our customer success representative providing: full name of the subscriber, and a detailed reason a refund is being requested. All refunds will be issued to the original payment method.



beereaders

## Building Spanish Reading Success for Millions Worldwide

A Flexible, Versatile **Supplemental** Digital Spanish Reading Comprehension Program For **Spanish-Speaking Students in Grades 2-12**

**There are 100 million Spanish-Speaking students worldwide.**

Our pledge is to redefine the possibilities for every one of these students. Reading successfully is the first step in this academic journey.

#ELL #DualLanguage #BilingualProgram

[www.beereaders.com](http://www.beereaders.com)

# Student Platform



## Authentic, Culturally Relevant Content

- **Engaging** Digital Reading Experiences
- **Game-like Student Platform** Motivates students to read more, understand what they read, **develop literacy skills & Strategies**
- Authentic fiction and nonfiction **Spanish Books and Texts from Around the Spanish-Speaking World**
- **Proprietary Placement Test** to match students to content
- **Beereaders Spanish Reading Leveling System** (with correlations to Spanish Lexile and Fountas & Pinnell SEL)



#DistanceLearning

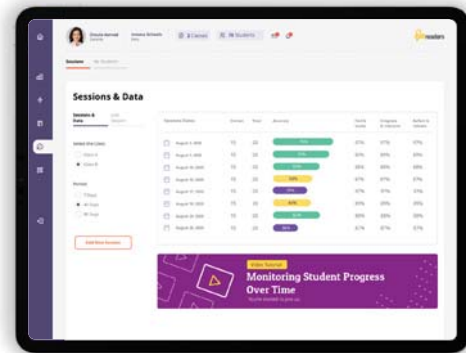
#ClassroomReady

#OfflineMobileApp

# Teacher Platform

## Reports, Professional Development, and Resources for Educators

- **Reports** of school, class, and individual student progress
- **Guidance** for Program Use, **in class and in remote settings**
- **Professional Development** Podcasts, videos, and instructional resources
- **Correlations to Standards**
- Facilitates **ongoing connections with Spanish-Speaking families**



# Parents Platform

## Engaging Families to Support Student Reading Success

- **Easy to Read Reports** on their child's progress
- **Communication** with and from **school**
- **Activities for Family Literacy** and cultural connections



*bee* readers

**From Research  
to Innovative Practice**

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# Introduction

Reading is not only a means of accessing knowledge, but a powerful educational tool that allows for thinking and learning (Solé, 2007). The importance of students' reading skills and their relationship with their academic achievement is indicated by many researchers, such as Keskin (2013), Yıldız (2013), and Kerubo (2014). Solé (2012) emphasizes the close relationship between reading competence and learning.

Reading texts with comprehension means that the student will understand the purpose and function of the text, be aware of the main idea and how it develops from one paragraph to another, and understand the meaning of sentences as well as the relationships among them (Hijazi, 2018). Students who are not able to read appropriately and who are not able to process and comprehend what they read will not be able to succeed (Kerubo, 2014).

According to a 2016 report by the Child Trends Institute, "Latinos in Literacy: Hispanic Students' Progress in Reading," students who are still poor readers by the end of third grade are less likely to understand what is taught in later grades. And, the Report Notes, reading achievement in fourth grade is a reasonably good predictor of high school graduation rates.

Furthermore, employers rank reading and writing as major deficiencies in their new hires and concurrently rank reading comprehension as an important skill for workplace success (The Conference Board, 2006). PISA studies (2002) show the direct relationship between successful reading performance and better academic results. However, we know that many Spanish-speaking students struggle with reading and reading comprehension.

- According to research by PISA (Program for International Student Assessment, (2018), 50% of young people across the Spanish-speaking world do not understand what they read, and are not reading at grade-level. The PISA 2018 results confirm that Latin America is facing a learning crisis. On average, 15-year-old students in the region are three years behind in reading.
- One in two students in the region does not reach the basic reading proficiency level required in PISA assessment compared to one in five students in the OECD countries
- As of January 2021, statistics show that about 13.17 million Hispanic families were living in the U.S. Roughly 80% of the country's English Language



Learners (ELLs) identify as speaking Spanish at home. Despite a widespread emphasis on English instruction in U.S. public schools, less than one-third of K-12 ELL students earn average or above-average reading comprehension scores.

## The Solution

Beereaders goal is to improve the reading comprehension of Spanish-speaking students around the world by encouraging the development of effective reading habits and reading comprehension strategies, and nurturing and developing a love of reading. We believe, based on research, that if students consistently engage with authentic and culturally relevant texts on a motivating game-like platform for their learning experience, the result will be improved reading comprehension, a deepening love of reading, and motivation to read more.

The Beereaders digital reading comprehension program is an engaging digital supplemental program that develops and strengthens Spanish-speaking students' reading comprehension in Spanish. The focus is on the development of reading competence, with the goal of **all students reading more and better**.

**Our digital program is based upon a foundation of research in reading comprehension, student motivation, and culturally responsive teaching and learning.**

The research-based Beereaders program, which supplements and complements

reading instruction and curricula for students in grades 2-12, features:

- Reading selections from across the Spanish-speaking world that reflect the culture and values of Spanish-speaking students and encourage the development of cultural awareness and culturally-relevant learning.
- Evidence-based practices that support and strengthen students' reading comprehension in Spanish.
- Integrated, ongoing assessment of comprehension, in a game-like, motivating environment, that supports, guides, and encourages students as they read.

Research guides our approach to ensure that the Beereaders content and platform are grounded in **sound principles of culturally relevant and responsive teaching that yields positive results for Spanish-speaking students** (Nieves, 2015; Rodriguez, 2014). Our team, consisting of Spanish and biliteracy reading experts and practitioners, looks to the practices grounded in current research to create and integrate opportunities for students to **engage with culturally relevant texts in various modalities** (Sharma & Christ, 2017) on the Beereaders platform.

**Beereaders supports the notion of creating competent, engaged readers through the interaction of the reader's own skills and the practice of strategic reading.** The strands that underlie the reading process of our platform focus on vocabulary development, the activation of students' prior knowledge, the use

of the digital narrator to strengthen the recognition of words and phrases, the integration on ongoing assessment at different levels, and the use of digital support tools that will result in a competent reading experience.

Strengthening of Spanish reading comprehension skills and strategies will

lead to **improved academic performance of students in a Spanish-only academic setting, as well as in bilingual, dual language, and heritage language programs, in which biliteracy (Spanish and English) is a goal** (Butvilofsky & Escamilla, 2013; Soto Huerta, 2012; Sparrow, Butvilofsky, Escamilla, Hopewell, & Tolento, 2014).

# Research and the Process of Reading Comprehension

**Reading comprehension** requires the coordination of multiple linguistic and cognitive processes including, but not limited to, word reading ability, working memory, inference generation, comprehension monitoring, vocabulary, and prior knowledge (Perfetti, Landi, & Oakhill, 2005). These are all active and complex processes that require continuous construction of meaning from text (Durkin, 1993). These processes are both automatic and strategically cognitive, enabling a student to create a mental representation of the text (van den Broek & Espin, 2012).

Comprehension of a text encapsulates a student's background knowledge, basic reading skills (decoding text), inferencing abilities, text structure, vocabulary and overall motivation (Fonseca, Pujals, Lasala, Logomarsino, Migliardo, Aldrey, Buonsanti & Barreyro, 2014).

Effective comprehension also requires the reader to engage in strategic mental processing including metacognition, metalinguistic, and self-monitoring (van den Broek & Espin, 2012; Yovanoff, Duesbery, Alonzo, & Tindal, 2005). All of these elements, most notably vocabulary, inferencing, and background knowledge, are acquired over time.

**Research supports effective interventions for improving reading comprehension and provides the foundation for the instructional design, content, instructional tools and resources present in the Beereaders' digital platform.**

## Elements of Effective and Evidence-Based Interventions for Reading Comprehension in the Beereaders Program

The Beereaders program aligns to the research - and evidence - based components of effective interventions for improving reading comprehension.

A large body of evidence indicates that reading comprehension interventions are effective when they are consistently implemented, intensive, recursive, and tied to explicit strategies that readers employ (Mastropieri, Scruggs, & Graetz, 2003; Sencibaugh, 2007). The National Reading Panel (2000) review of reading comprehension strategies yielded the same conclusion. Text structure refers to how ideas or facts are related on the printed page, such as in a sequence, a comparison, a question and answer, or a cause and

effect. **Beereaders content supports explicit instruction in text structure for improving comprehension by providing leveled text with a variety of structures and features readers encounter across genres and types of text.**

Current research also suggests that professional development training in strategies based on text structure produces significantly improved reading comprehension outcomes for students (Sencibaugh, 2007). **Within the Beereaders platform, educators have access to on-demand professional development video modules aligned with specific reading comprehension instructional strategies.**

Along with explicit and intensive instruction, research indicates greater gains in reading comprehension when students receive **personalized learning opportunities to engage in reading a variety of texts** (McDonald Conner et al., 2009). Beereaders offers students personalized reading and learning experiences every time they log on. In addition, supplemental activities in the Teacher Platform are included that further personalize the reading experience for each student's individual instructional needs, to support improved reading comprehension.

When students read and understand a text, they build new knowledge both from the information in the text and from related knowledge and experience that students bring or build in the process of reading.

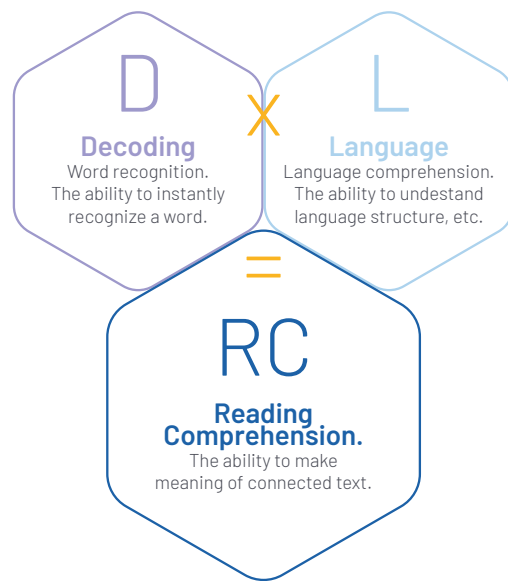
The Organization for Economic Cooperation and Development (OECD, 2000; 2009) defines reading competence as:

*[...] the ability to understand, use, reflect on and be interested in written texts to achieve one's own objectives, develop knowledge and personal potential, and participate in society (OECD, 2009, p. 14).*

Duke & Carlisle, 2011 remind us that reading comprehension involves understanding the language as well as knowing the content, structure and purpose of the text. A student's reading comprehension considers the person who is reading, in addition to his or her purpose for reading, previous knowledge, and reading strategies and abilities. Reading comprehension is also related to the context in which reading takes place.

The Simple Reading Model (Gough & Tunmer, 1986; Hoover & Gough, 1990) establishes that for there to be a real understanding of a text, the language and the decoding of the text must be connected:

### Simple View of Reading



*Simple Reading Model (Gough & Tunmer, 1986; Hoover & Gough 1990)*

This model, which starts the deepening of reading comprehension, establishes only two elements in the comprehensive reading process and gives rise to a deeper foundation of the reading comprehension process. The detail of each one of these elements, decoding and language, was elaborated in Scarborough's "Rope Model" (2001), which says that for there

to be efficient reading, it is critical that the decoding of the message and the comprehension of the language go hand-in-hand.

Taking into account the voluminous research and the two models mentioned above, student comprehension of the text is established as a multifactorial process.

# Decoding Text

The Orratia and Sanchez's model supports the statement that reading comprehensively is a complex process that does not involve a single element. Decoding is certainly a necessary component for comprehension, especially for early readers.

The study of the decoding process that takes place when students read a text begins with the Theory of Formation of Mental Structures proposed by Kinstch and Van Dijk (1978), modified in 1983, which establishes reading comprehension as an interactive process including mental representation about the global meaning

of a text. Several levels of representation are established in the process of text comprehension: micro processes or processes at a low cognitive level (surface of the text or recognition of letters and words) and macro processes or processes of high cognitive level, in which students demonstrate meaningful understanding of the text and the context of the situation.

Therefore, to help early and struggling readers, Beereaders includes a built-in narrator to support decoding and comprehension, as well as a diversity of short texts that include riddles, tongue twisters and rhymes.

# Reading Comprehension Skills in Spanish

In 2000, the OECD launched PISA (Program for International Student Assessment) in member and non-member nations, with the intention of evaluating educational systems by measuring the academic achievement in mathematics, science and reading of 15-year-old students.

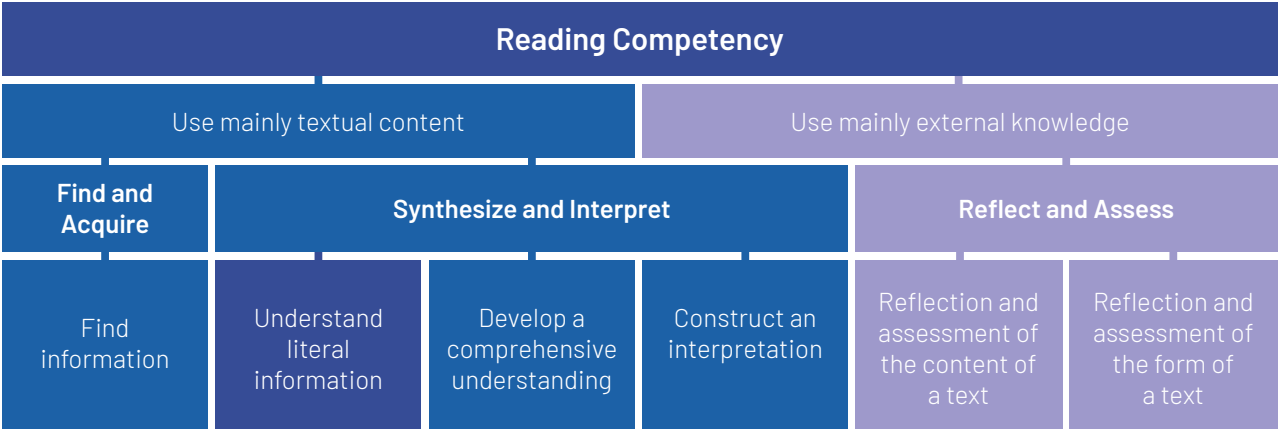
In the area of reading, the PISA assessment measures students' reading comprehension skills and abilities in Spanish, based on three "macro-skills": locating or obtaining information, integrating and interpreting and reflecting and evaluating. These skills relate to how students read, as well as the levels of questions they are asked in order to assess their reading comprehension.

**OECD (2017) defines each of these skills as follows:**

- **Locating and obtaining information:** Consists of going to the information provided and selecting specific data and information in the text. Literal questions are used to assess

comprehension at this level.

- **Integrating and interpreting:** Consists of giving meaning to the text that goes beyond the literal meaning through the process of interpreting something that has not been explicitly mentioned in the text. When interpreting, a reader is identifying the ideas or implications that underlie all or part of the text. Questions at this level require students to make connections among information in different parts of the text.
- **Reflecting and evaluating:** Consists of students resorting to background knowledge, information, ideas or attitudes external to the text to relate the information in the text with their own conceptual and experiential frames of reference. Questions at this level require students to make connections between information in the text and what they already know.



*Processes focused on the development of the reading literacy test for PISA and PISA-D, ODCE (2017)*

The Beereaders platform follows the same precepts when assessing and supporting students’ reading comprehension. The platform includes questions associated with the texts and reading selections that assess comprehension at these three micro-skill levels. Each macro-ability of reading comprehension is related to a list

of specific performances that measure the recognition and identification of elements related to the reading level. For example, if a student locates explicit information in the text, she must not only locate general information but must recognize characters, places, actions and other elements that underlie the macro ability.



Here is an example from one of the short texts.

## Short Text

“Comienza tu día con una sonrisa y verás lo divertido que es ir por ahí desentonando con todo el mundo” (Start your day with a smile and you will see how much fun it is to go around being out of tune with everyone.)

## Examples of Questions

1. Locating or obtaining information: ¿Cómo debes comenzar tu día? (How should you start your day?) Literal question answered by extracting information explicitly present in the text.
2. Integrating and Interpreting the information: ¿Cómo es todo el mundo? (How is everyone else feeling?) Question related to inferring physical or psychological characteristics, which

must be interpreted from the text.

3. Reflecting on and evaluating the information: ¿Estás de acuerdo con la opinión del texto? (Do you agree with the opinion of the text?) Question related to evaluating information in the text in order to state an opinion about it.

In the same way, we promote the development of good reading habits that allow students to develop a love of reading and a motivation to read more.

**Beereaders creates an environment that encourages reading through game, motivating students and developing a taste for reading. Students who are more motivated in activities related to reading are more efficient readers (Clark & Rumbold, 2006; OECD, 2010) Reading frequently and for their own pleasure will make students recognize the value of reading and reinforce their reading habits ( Sanacore, 2002).**

# The Beereaders Leveling System

Taking into account the scientific evidence of the reading process, que menciona la importancia de asignar textos según sus características y complejidad (Fitzgerald, Elmore, Elfrieda et al, 2016) y tomando en cuenta los estudios de psicología que hablan acerca de la lectura y su desarrollo (Fitzgerald & Shanahan (2000) es que Beereaders has created a proprietary system of leveling Spanish text based on the Common Core Spanish and the contents proposed in Plans and Programs of Chile. Our evaluation matrix is aligned to PISA and OECD standards, enhancing the recognition of the macro skills of reading

competence: obtaining and locating information, integrating and interpreting, relating and evaluating.

The total of 72 levels is distributed by academic grade, grades 1-12, with 6 levels of difficulty for each academic grade, according to the following scale:

- Low
- Medium low
- Medium
- Medium high
- High
- Superior

Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
1	7	13	19	25	31	37	43	49	55	61	67
2	8	14	20	26	32	38	44	50	56	62	68
3	9	15	21	27	33	39	45	51	57	63	69
4	10	16	22	28	34	40	46	52	58	64	70
5	11	17	23	29	35	41	47	53	59	65	71
6	12	18	24	30	36	42	48	54	60	66	72

## Correlation of Beereaders with Lexile & Fountas and Pinnell

Beereaders considers the measurement of Lexile and Fountas and Pinnell as the basis, but makes an adaptation of these, adjusting the Beereaders content according to the analysis of the extension of the texts that are used in Mexico, Peru, Colombia, Chile and the United States.

## Lexile

**Level 1 to 36:** 420-820 L

**Level 37 to 48:** 740-1000 L

**Level 48 to 60:** 925-1185 L

**Level 60 to 72:** 1050-1335 L

## Fountas and Pinnell

1 E	7 H	13 K	19 N	25 Q	31 T	37 W	43 X	49 Y	55 Y	61 Z	67 Z
2 E	8 H	14 K	20 N	26 Q	32 T	38 W	44 X	50 Y	56 Y	62 Z	68 Z
3 F	9 I	15 L	21 O	27 R	33 U	39 W	45 X	51 Y	57 Y	63 Z	69 Z
4 F	10 I	16 L	22 O	28 R	34 U	40 X	46 Y	52 Z	58 Z	64 Z+	70 Z+
5 G	11 J	17 M	23 P	29 S	35 V	41 X	47 Y	53 Z	59 Z	65 Z+	71 Z+
6 G	12 J	18 M	24 P	30 S	36 V	42 X	48 Y	54 Z	60 Z	66 Z+	72 Z+

The reading level assignment for each student is made based on an initial diagnosis made by Beereaders Placement Test, which each student takes when entering the platform for the first time. This diagnosis is made up of the following:

### Grades 1, 2, and 3:

Three controlled texts, with a total of 12 questions.

### Grades 4, 5, and 6:

Four controlled texts, with a total of 16 questions.

### Grades 7 and 8:

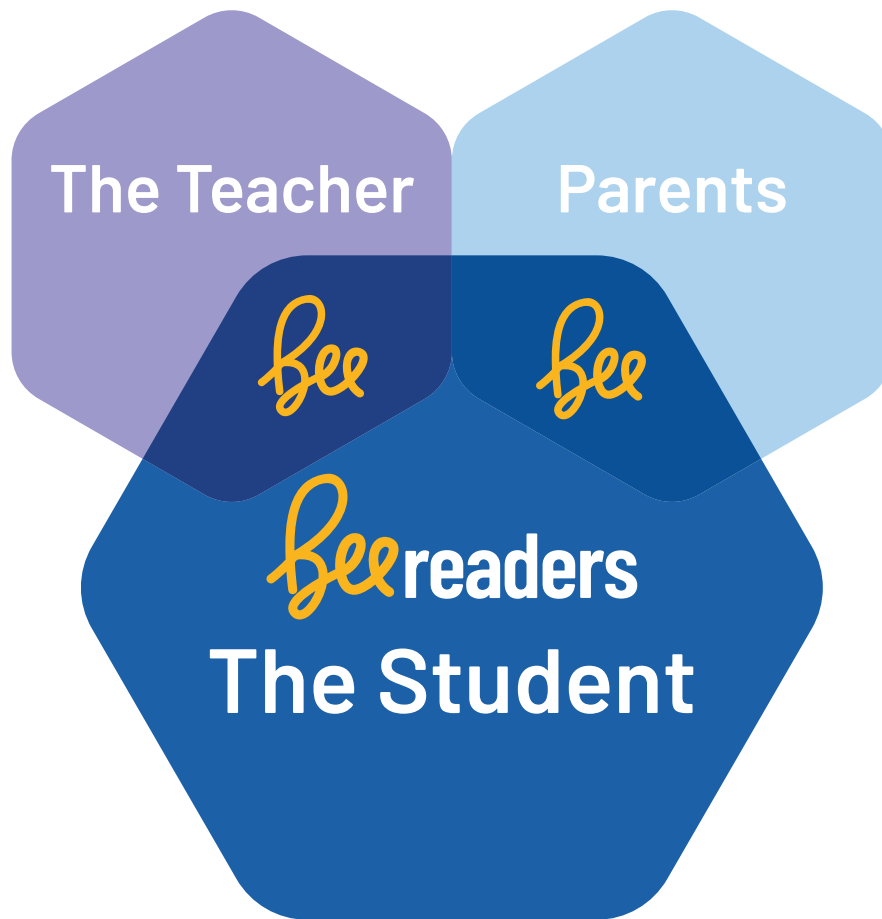
Five controlled texts, with a total of 20 questions.

### Grades 9, 10, 11, and 12:

Six controlled texts, with a total of 24 questions.

**Each student reads content according to their level of reading proficiency.**

# Rules of Our Model



**The student**, through the use of our platform, is the protagonist.

**The teacher** analyzes reports and motivates his students by assigning books

and challenges.

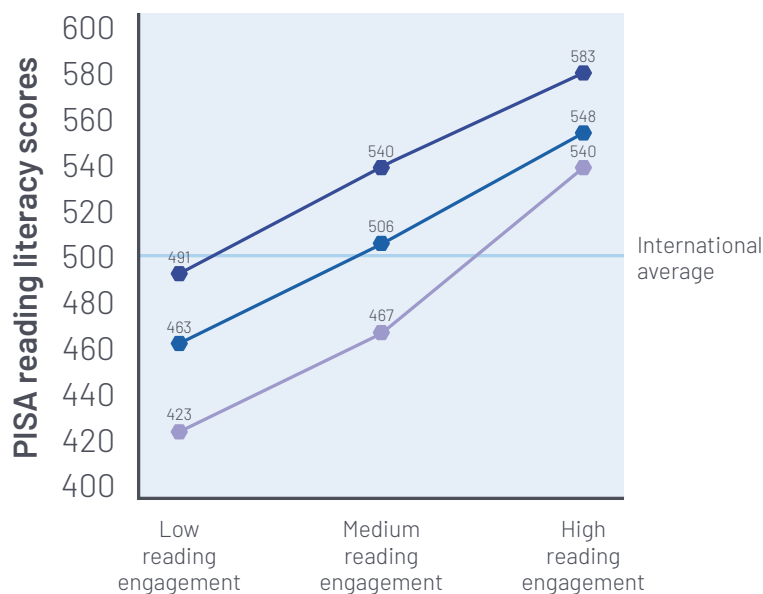
**Parents** motivate, accompany the process and collaborate with reading practices at home.

# Motivation, Engagement, and Reading Success

Many studies show how important motivation and engagement are to reading success. A 2010 PISA report found that interest in reading predicted students' reading comprehension success. Across all 64 counties participating in the Program for International Student Assessment,

students who enjoyed reading the most performed significantly better than students who enjoyed reading the least. Perhaps of most concern was the finding that 37% of students reported that they do not read for enjoyment at all.

**High reading engagement equals high reading scores for all socioeconomic groups**



**Beereaders:** Our initial studies show that Beereaders improves reading comprehension by 11% after just 8 weeks of use, with just 45 minutes a week. 85% of students using Beereaders said that reading is more engaging and motivating, inspiring them to read more.

# Use of Technology in Reading / Gamification

Neuroscience provides sufficient fundamentals that establish that learning through play delivers a more meaningful, interactive and rewarding experience for students. Laski and Siegler (2014) add that to improve results in the teaching-learning process, it is important for teachers to use game-based learning platforms. In addition to its motivational features, game-based learning gives students the freedom to fail without fear (Lee and Hamer, 2011). Reading in an engaging, game-based environment that provides feedback, support and rewards for students has a positive impact on their self-perception. Wigfield & Asher (1984) show that self-perception of reading progress affects reading motivation. If students are encouraged and engaged with reading, their interest in reading will

be strengthened and their levels of self-confidence will increase.

The Beereaders student platform incorporates the concept of gamification within the quizzes that accompany each reading selection, reflected by clues that the system provides when students need support.

In addition, in our interactive platform, there are wildcards that collaborate with the students' responses and digital rewards (points, coins and badges) which students are awarded throughout their reading process, motivating them to read and promoting the development of a reading habit.

# Good Readers and Diversity of Texts / Categories

The Ministry of Education in Chile (Mineduc) defines the literate environment as an environment that offers students the possibility of constantly and permanently interacting with texts of various types.

Within the Beereaders platform, students will be able to read complete books and short texts called “Challenges,” all of which include integrated quizzes. Our platform works with continuous, discontinuous and mixed texts in a range of genres, both literary and non-literary.

As ASCD author Mike Anderson says (2016), choice is the key to student motivation and achievement. “Through choosing what they

like and want to read, students connect with their strengths and interests and have more autonomy, power, and control over their work, which boosts their intrinsic motivation.” To motivate reading, it is extremely important to take into account the reading tastes and interests of the students, since these will determine their level of engagement in what they read, especially on their own.

At Beereaders, we foster a motivation and a love of reading by encouraging students to select their favorite reading categories from among the 31 categories the system provides. These lines of thematic interest frame the designation of challenges.

# The Importance of Using Reading Comprehension Strategies / Reading Support Tools

A good reader is also one who has developed reading strategies that help them build meaning (Harvey & Goudvis, 2000). Duke & Pearson (2002) emphasize that using strategies for understanding such as visualizing and summarizing make the reading process more effective. Several reviews of research, including the report from the National Reading Panel (<https://www.nichd.nih.gov/publications/pubs/nrp/findings>), conclude that teaching a relatively small set of comprehension strategies enhances comprehension, including the following:

- Strategies that support comprehension monitoring while reading.
- Use of graphic organizers.
- Main idea and summarizing.
- Question generation by students.

The different reading comprehension strategies must be explicitly taught to advance the understanding of texts (Duke, Pearson, Strachan, & Billman, 2011).

For use by teachers for modeling and by students as they read, Beereaders provides an array of unique digital tools that promote the development of active reading comprehension strategies by the student. The digital features and tools within the student platform that encourage the use of reading comprehension strategies and personalize the reading experience for each student include:

- Reading Habits & Interests Survey
- Highlighting Tool
- Sticky notes
- Thematic music
- Voice-over / narrator
- Integrated dictionary
- *Sabias que...?* (Linguistic Variations)



# Vocabulary Acquisition / Integrated Dictionary & Linguistic Variables

Children with a larger vocabulary become better readers and faster (Neuman & Dwyer, 2009; Hirsch, 2004). Our brain connects the words and builds a network of knowledge, so if we consider the dimensions of the vocabulary with respect to amplitude, that is, the number of words the student knows, we can see that the more words, the greater the connections and therefore a greater network of knowledge and in turn, a solid network of knowledge generates a better understanding. Children who know more words will understand more when they read and learn more (Dickinson, &

Porche, 2011). A wide repertoire of words can help a person not only in reading but also in school performance in general (Beck, McKeown & Kucan, 2002; 2008).

Our authentic content in Spanish enhances Latin American multiculturalism. Beereaders integrates a dictionary and linguistic variables that allow the student to know the meaning of unknown words and also learn the different forms that the same word acquires according to the place where the speaker lives.

# Reports for Families and Educators

We focus our work on the student and provide teachers and parents with the possibility of supporting the process, through statistical analysis of general and specific reports that allow us to monitor the teaching-learning process of students. These reports are customizable by student, class, school, or district.

## **Our reports focus on:**

- General reading results
- Detail by reading comprehension ability
- Evolution
- Complementary reading plan Reading

- Speed
- Habits and Preferences
- The best of the month

Within the system there are also support resources for teachers and parents such as user manuals , professional development podcasts, videos and instructional resources with teaching activities to support oral and written communication. Beereaders facilitates communication with everyone involved in supporting student reading activities and success: school and parents.

# Bibliography

Alma D. Rodríguez (2014) Culturally Relevant Books: Culturally Responsive Teaching in Bilingual Classrooms, *NABE Journal of Research and Practice*, 5:1, 173-196, DOI: 10.1080/26390043.2014.12067778

Aracelis Nieves (2015) The Impact of the Spanish for Fluent Speakers Curriculum on the Attitudes, Motivation, Self-esteem, Language Skills and Academic Future of Latino Students, *NABE Journal of Research and Practice*, 6:1, 158-192, DOI: 10.1080/26390043.2015.12067787

Beck, I. L., McKeown, M. G., & Kucan, L. (2008). *Solving problems in the teaching of literacy. Creating robust vocabulary: Frequently asked questions and extended examples.* Guilford Press.

Casner-Lotto, Jill; Barrington, Linda (2006) Are they really ready to work? : Employers' perspectives on the basic knowledge and applied skills of new entrants to the 21st century U.S. workforce.

Duke, NK, Pearson, PD, Strachan SL & Bilman, AK (2011) Essential elements of fostering and teaching reading comprehension. In *What Research Has to Say about Reading Instruction* (4th edition), 51-93. International Reading Association.

Durkin, D. (1993). *Teaching them to read* (6th Ed.). Boston: Allyn & Bacon.

García, O., & Kleifgen, J. (2010). *Educating emergent bilinguals: Policies, programs, and practices for English language learners.* New York, NY: Teachers College Press.  
Gough & Tummer. 1986. Simple Reading Model.

Gregory, E. (1996). *Making sense of a new world: Learning to read in a second language.* London, UK: Paul Chapman.

Harvey, S. & Goudvis, A. (2000). *Strategies That Work: Teaching Comprehension to Enhance Understanding.* Stenhouse Publishers. Canada.

Hirsch. 2004

Hoover, WA, & Gough, PB (1990). The simple view of reading. *Reading and writing*, 2 (2), 127-160.

Kerubo, O. (2014). Correlation between reading comprehension practices and academic performance: A case study of class three pupils in Westlands sub-county, Kenya (Published MA Thesis, University of Nairobi, Kenya).

Laski & Siegler. 2014.

Lee & Hamer. 2011.

Mastropieri, M.A., Scruggs, T.E., & Graetz, J.E. (2003). Reading comprehension instruction for secondary students: Challenges for struggling students and teachers. *Learning Disability Quarterly*, 26(2), 103-116.

McDonald Connor, C., Piasta, S. B., Fishman, B., Glasney, S., Schatschneider, C., Crowe, E., & Morrison, F. J. (2009). Individualizing Student Instruction Precisely: Effects of Child Instruction Interactions on First Graders' Literacy Development. *Child Development*, 80(1), 77-100. doi:10.1111/j.1467-8624.2008.01247.x

Mitchell C. (2007) Workforce Readiness Initiative

National Reading Panel. (2000, April). Report of the National Reading Panel: Teaching children to read. Washington, DC: National Institute of Child Health and Human Development,

Neuman & Dwyer. 2009.

OECD. (2009). PISA 2012 Assessment and Analytical Framework: Mathematics, Reading, Science, Problem Solving and Financial Literacy. Available at: [https://www.oecd.org/pisa/pisaproducts/PISA%202012%20framework%20e-book\\_final.pdf](https://www.oecd.org/pisa/pisaproducts/PISA%202012%20framework%20e-book_final.pdf)

Proctor, CP, & Silverman, RD (2011). Confounds in assessing the associations between biliteracy and English language proficiency. *Educational Researcher*, 40 (2), 62-64.

Reyes, I. (2006). Exploring connections between emergent biliteracy and bilingualism. *Journal of Early Childhood Literacy*, 6 (3), 267-292.

Scarborough, HS (2001). Connecting early language and literacy to later reading (dis)abilities: Evidence, theory, and practice. In S. Neuman & D. Dickinson (Eds.), *Handbook for research in early literacy* (pp. 97-110). New York, NY: Guilford Press. (Paul, R. and Norbury, C., 2012).

Schunk & Zimmerman.(2008). Motivation and self-regulated learning: Theory, research and applications.Lawrence Erlbaum.

Sharma, S.A., & Christ, T. (2017). Five steps toward successful culturally relevant text selection and integration. *The Reading Teacher*, 71(3), 295–307. <https://doi.org/10.1002/trtr.1623>

Solé, M. (2007). Didactic considerations for the application of reading strategies. *Electronic Magazine "Investigative News in Education"*, 7(3), p. 1-15.

Solé, I. (2012). Reading and learning competence. *Ibero-American Journal of Education (OEI)*, 2012, 59, 43-61.

Soto Huerta, M. (2012). Guiding biliteracy development: Appropriating cross-linguistic and conceptual knowledge to sustain second-language reading comprehension. *Bilingual Research Journal*, 35(2), 179-196.

Wigfield, A & Asher, S. (1984). Social and motivational influences on reading. In *Handbook of reading research*. Pearson.

From Research to Innovative Practice

*bee* readers



**Book Catalog**  
**2021**

*bee* readers



# Catalog Lector Inicial

(6 to 8 years old)





Book Title	Author	Text Type	Genre
Fábulas	Esopo	Fiction	Fable
Los músicos de Bremen	Hermanos Grimm	Fiction	Tale
Fábulas	Samaniego	Fiction	Fable
Poemas, canciones y adivinanzas	Varios autores	Fiction	Lyrical
La nariz	Ryunosuke Akutagawa	Fiction	Tale
Juanita y las semillas mágicas (adaptación de cuento clásico Juanito y las habichuelas mágicas)	Anónimo	Fiction	Tale
Madre Nieve	Hermanos Grimm	Fiction	Tale
El Rey tiene cachito	Ramón Laval	Fiction	Tale
El Hada de los tres deseos	Fernán Caballero	Fiction	Tale
La Reina de las abejas	Hermanos Grimm	Fiction	Tale
La Liebre y el Erizo	Hermanos Grimm	Fiction	Tale
El Flautista de Hamelin	Anónimo	Fiction	Tale
Las Tres Hilanderas	Hermanos Grimm	Fiction	Tale
La invernada de los animales	Aleksandr Nikolaievich	Fiction	Tale
Ricitos de Oro y los tres Osos	Robert Southey	Fiction	Tale
La Princesa que gastaba siete pares de zapatos por noche	Anónimo	Fiction	Tale

Book Title	Author	Text Type	Genre
El Pato y la Serpiente	Tomás de Iriarte	Fiction	Fable
El viaje de Babar	Jean de Brunhoff	Fiction	Tale
Poemas para soñar I	Varios autores	Fiction	Lyrical
La Hormiguita	Fernán Caballero	Fiction	Fable
Los dos Conejos	Tomás de Iriarte	Fiction	Fable
El Lobo y los siete Cabritos	Hermanos Grimm	Fiction	Tale
El Quirquincho y su manto de fiesta (cuento aymara)	Anónimo	Fiction	Tale
Las tres plumas	Hermanos Grimm	Fiction	Tale
El joven y la grulla	Anónimo japonés	Fiction	Legend
Rapunzel	Hermanos Grimm	Fiction	Tale
Las Hadas	Charles Perrault	Fiction	Tale
Tanabata (Leyenda japonesa)	Anónimo	Fiction	Legend
Los Tres Cerditos	Anónimo	Fiction	Fable
Selección de leyendas	Anónimo	Fiction	Legend
La serpiente blanca	Hermanos Grimm	Fiction	Tale
La Sirenita	Hans Christian Andersen	Fiction	Tale
El patito feo	Hans Christian Andersen	Fiction	Tale

Book Title	Author	Text Type	Genre
El agua de la vida	Hermanos Grimm	Fiction	Tale
El Gato con Botas	Charles Perrault	Fiction	Tale
La Abeja Haragana	Horacio Quiroga	Fiction	Tale
Caperucita Roja	Anónimo	Fiction	Tale
La Tortilla Corredora	Anónimo	Fiction	Tale
La Tortuga Gigante	Horacio Quiroga	Fiction	Tale
El Sastrecillo Valiente	Hermanos Grimm	Fiction	Tale
La manzana de oro	Anónimo	Fiction	Tale
El pastorcito mentiroso	Anónimo	Fiction	Fable
Historia de Babar	Joan de Brunhoff	Fiction	Tale
The Three Spinners	Grimm Brothers	Fiction	Tale
The Ugly Duckling	Hans Christian Andersen	Fiction	Tale

## Mexican Literature

Available in Fall 2021

Book Title	Author	Text Type	Genre
Popol Vuh (Fragmento)	Anónimo	Fiction	Legend
Leyenda del Iztaccíhuatl y Popocatepetl	Anónimo	Fiction	Legend
La leyenda del Colibrí maya	Anónimo	Fiction	Legend
Leyenda del conejo de la luna	Anónimo	Fiction	Legend
Leyenda de la mulata de Córdoba	Anónimo	Fiction	Legend
Poemas de Nezahualcóyotl	Nezahualcóyotl	Fiction	Lyrical
Selección de caligramas	José Juan Tablada	Fiction	Lyrical
Selección de fábulas	José Joaquín Fernández de Lizardi	Fiction	Lyrical-Fable
Selección de poemas	Amado Nervo	Fiction	Lyrical

## Colombian Literature

Available in Fall 2021

Book Title	Author	Text Type	Genre
El lavadero de las aguas	Victor Eduardo Caro	Fiction	Tale
Pastorcita	Rafael Pombo	Fiction	Tale
El entierro de Perico Ligero	Tradicón oral de la Región Caribe	Fiction	Legend
Socaire y las estrellas	Pilar Lozano	Fiction	Tale



# Catalog Lector Intrépido

(9 to 11 years old)



Book Title	Author	Text Type	Genre
Rikki-Tikki-Tavi	Rudyard Kipling	Fiction	Tale
La piedra del fin del mundo	Ramón Laval	Fiction	Tale
El traje nuevo del Emperador	Hans Christian Andersen	Fiction	Tale
El Príncipe Encantado	Hermanos Grimm	Fiction	Tale
El abeto	Hans Christian Andersen	Fiction	Tale
La guerra de los yacarés	Horacio Quiroga	Fiction	Tale
El Príncipe Feliz	Oscar Wilde	Fiction	Tale
De los Apeninos a los Andes	Edmundo de Amicis	Fiction	Novel
El príncipe y el mendigo	Mark Twain	Fiction	Novel
Simbad el marino	Anónimo	Fiction	Tale
El amigo fiel	Oscar Wilde	Fiction	Fable
El hombre bueno y el hombre malo - Basilisa la hermosa	Alexander Afanasiev	Fiction	Tale
Mujercitas	Louisa May Alcott	Fiction	Novel
Perico y el Viajero	Anónimo	Fiction	Drama
Cuentos folclóricos	Varios autores	Fiction	Tale

Book Title	Author	Text Type	Genre
La Niña que riega la albahaca y el Príncipe Preguntón	Federico García Lorca	Fiction	Drama
Leyendas del mundo	Anónimo	Fiction	Legend
Selección de mitos	Anónimo	Fiction	Mythology
La Reina de las Nieves	Hans Christian Andersen	Fiction	Tale
Las apuestas con el Gigante	Ramón Laval	Fiction	Tale
Kazán, perro lobo	James Oliver Curwood	Fiction	Legend
Romance de la Doncella Guerrera	Anónimo	Fiction	Lyrical
El ankus del Re (Segundo Libro de la selva)	Rudyard Kipling	Fiction	Tale
El pescador y su mujer	Hermanos Grimm	Fiction	Tale
Poemas para soñar II	Varios autores	Fiction	Lyrical
Sonatina y A Margarita Debayle	Rubén Darío	Fiction	Lyrical
Androcles y el León	Anónimo	Fiction	Tale
El pequeño Elefante	Rudyard Kipling	Fiction	Tale
La Foca Blanca, del Libro de la selva	Rudyard Kipling	Fiction	Tale
Los perros rojos (del Segundo Libro de la selva)	Rudyard Kipling	Fiction	Tale
Los duendes y el zapatero	Hermanos Grimm	Fiction	Tale

Book Title	Author	Text Type	Genre
Mowgli, el niño lobo (El Libro de la selva)	Rudyard Kipling	Fiction	Tale
Cómo el rinoceronte consiguió su piel	Rudyard Kipling	Fiction	Tale
Bolita	León Tolstoi	Fiction	Tale
Selección de leyendas	Anónimo	Fiction	Legend
El Gigante Egoísta	Oscar Wilde	Fiction	Tale
El Pájaro de Oro	Hermanos Grimm	Fiction	Tale
El famoso cohete	Oscar Wilde	Fiction	Tale
¿Por qué no hay árboles? (Mito Inuit)	Anónimo	Fiction	Mythology
Las princesas bailadoras	Hermanos Grimm	Fiction	Tale
La astuta hija del campesino	Hermanos Grimm	Fiction	Tale
El cuarto de guardar	Saki	Fiction	Tale
La leyenda de los Tué-Tué	Anónimo	Fiction	Legend
La espada en la piedra	Anónimo	Fiction	Tale
Cuentos de Tolstói	León Tólstoi	Fiction	Tale
La Bella Durmiente	Hermanos Grimm	Fiction	Tale
El llamado de la selva	Jack London	Fiction	Novel
Selección de poemas	Varios autores	Fiction	Lyrical



Book Title	Author	Text Type	Genre
Las medias de los flamencos	Horacio Quiroga	Fiction	Tale
Faetón (mito griego)	Anónimo	Fiction	Mythology
The Nose	Ryunosuke Akutagawa	Fiction	Tale
The Selfish Giant	Oscar Wilde	Fiction	Tale

## Mexican Literature

*Available in Fall 2021*

Book Title	Author	Text Type	Genre
Leyenda del callejón del beso	Anónimo	Fiction	Tale
Cuatro sonetos	Sor Juana Inés de la Cruz	Fiction	Lyrical
Leyenda de la Vainilla	Anónimo	Fiction	Legend
Leyenda de la llorona	Anónimo	Fiction	Legend
Las paredes oyen	Juan Ruiz Alarcón	Fiction	Drama
Baile Cochino (Fragmento)	José Tomas de Cuéllar	Fiction	Novel
El Zarco	Ignacio Manuel Altamirano	Fiction	Novel
Mi única mentira	Rafael Delgado	Fiction	Tale
La leyenda de los volcanes	Anónimo	Fiction	Legend
Un puesto de Chía en Semana Santa	Guillermo Prieto	Fiction	Tale

## Colombian Literature

*Available in Fall 2021*

Book Title	Author	Text Type	Genre
El tigre y el conejo	José Manuel Marroquín	Fiction	Lyrical
Un drama en un corral	Víctor Eduardo Caro	Fiction	Tale
Anansi engaña a Hermano Tigre	Anónimo	Fiction	Fable
El origen de los Kuivas	Anónimo	Fiction	Mythology

## Peruvian Literature

*Available in Fall 2021*

Book Title	Author	Text Type	Genre
Paco Yunque	César Vallejo	Fiction	Tale
Un viaje	Felipe Pardo y Aliaga	Fiction	Tale



# Catalog

# Lector Independiente

(12 to 13 years old)



Book Title	Author	Text Type	Genre
El Minotauro (mito griego)	Anónimo	Fiction	Mythology
El fantasma de Canterville	Oscar Wilde	Fiction	Novel
Colmillo Blanco	Jack London	Fiction	Novel
El maravilloso viaje de Nils Holgersson	Selma Lagerof	Fiction	Novel
El pequeño escribiente florentino	Edmundo de Amicis	Fiction	Tale
Hércules	Anónimo	Fiction	Mythology
Cuentos de la selva	Horacio Quiroga	Fiction	Tale
Alí Babá y los Cuarenta Ladrones, de Las mil y una noches	Anónimo	Fiction	Tale
Azabache	Anna Sewell	Fiction	Novel
Leyendas chilenas	Anónimo	Fiction	Legend
Las babuchas fatídicas, de Las mil y una noches	Anónimo	Fiction	Tale
Subterra. Selección de cuentos	Baldomero Lillo	Fiction	Tale
El Principito	Antoine de Saint-Exupéry	Fiction	Novel
Cinco pepitas de naranja	Arthur Conan Doyle	Fiction	Tale
El enfermo imaginario	Jean-Baptiste Poquelin - Molière	Fiction	Drama
Ocho primos	Louisa May Alcott	Fiction	Novel

Book Title	Author	Text Type	Genre
El árbol de la colina - El color que cayó del cielo	H. P. Lovecraft	Fiction	Tale
La carta robada - El pozo y el péndulo	Edgar Allan Poe	Fiction	Tale
Sherlock Holmes: Relatos I	Arthur Conan Doyle	Fiction	Tale
Cinco semanas en globo	Julio Verne	Fiction	Novel
Las aventuras Tom Sawyer	Mark Twain	Fiction	Novel
La caja de Pandora	Hesíodo	Fiction	Tale
El ruiseñor y la rosa	Oscar Wilde	Fiction	Tale
La importancia de llamarse Ernesto	Oscar Wilde	Fiction	Drama
La fierecilla domada	William Shakespeare	Fiction	Drama
Aire frío - Celefais	H. P. Lovecraft	Fiction	Tale
El médico a palos	Jean-Baptiste Poquelin - Molière	Fiction	Drama
Relatos de suspenso	Guillaume Apollinaire	Fiction	Tale
La mariscadora	Baldomero Lillo	Fiction	Tale
Alicia en el País de las Maravillas	Lewis Carroll	Fiction	Novel
Como en Santiago	Daniel Barros Grez	Fiction	Drama
Cuentos de misterio	Arthur Conan Doyle	Fiction	Tale

Book Title	Author	Text Type	Genre
Alicia a través del espejo	Lewis Carroll	Fiction	Novel
El baile	Irène Némirovsky	Fiction	Novel
Mitos de la creación	Anónimo	Fiction	Mythology
Mitos griegos	Anónimo	Fiction	Mythology
El Avaro	Jean-Baptiste Poquelin - Molière	Fiction	Drama
Cada oveja con su pareja	Daniel Barros Grez	Fiction	Drama
Juan Darién	Horacio Quiroga	Fiction	Tale
Cuentos breves	Anton Chéjov	Fiction	Tale
Yolanda, la hija del Corsario Negro	Emilio Salgari	Fiction	Tale
Poesía amorosa I	Varios autores	Fiction	Lyrical
Mitos clásicos	Anónimo	Fiction	Mythology
Mitología universal	Anónimo	Fiction	Mythology
El milagro de Purun Bhagat (Segundo Libro de la selva)	Rudyard Kipling	Fiction	Tale
Comarca del jazmín	Óscar Castro	Fiction	Tale
Poesía de trovadores	Varios autores	Fiction	Lyrical
El terror y lo extraño I	Bram Stoker Horacio Quiroga E.T.A. Hoffmann Edith Wharton	Fiction	Tale

Book Title	Author	Text Type	Genre
Maestros del suspenso	Robert Louis Stevenson Edith Wharton H.P. Lovecraft Baldomero Lillo	Fiction	Tale
La pata de mono	William Wymark Jacobs	Fiction	Tale
Robin Hood	Anónimo	Fiction	Novel
La olla	Plauto	Fiction	Drama
Alice's Adventures in Wonderland	Lewis Carroll	Fiction	Novel
The Adventures of Tom Sawyer	Mark Twain	Fiction	Novel
The Call of the Wild	Jack London	Fiction	Novel
White Fang	Jack London	Fiction	Novel
The Romance of Tristan and Iseult	Joseph Bédier	Fiction	Legend

## Mexican Literature

*Available in Fall 2021*

Book Title	Author	Text Type	Genre
Selección de poemas	Xavier Villaurrutia	Fiction	Lyrical
Selección de poemas	Ramón López Velarde	Fiction	Lyrical
Selección de poemas	Manuel Acuña	Fiction	Lyrical
El periquillo Sarniento	José Joaquín Fernández de Lizardi	Fiction	Novel
La mesa chica	Ángel del Campo Valle	Fiction	Tale

## Colombian Literature

*Available in Fall 2021*

Book Title	Author	Text Type	Genre
El humo y la llama	Rafael Pombo	Fiction	Lyrical
De cómo la familia Chimp vino a la ciudad	Santiago Pérez Triana	Fiction	Tale
Infancia y juventud de Bolívar	Simón Latino	Fiction	Tale
El tigre y el fuego	Anónimo	Fiction	Fable

## Peruvian Literature

*Available in Fall 2021*

Book Title	Author	Text Type	Genre
El Trompo	José Diez	Fiction	Tale
El Caballero Carmelo	Abraham Valdelomar	Fiction	Tale
5 metros de poemas	Carlos Oquendo	Fiction	Lyrical
Selección Poética	José María Eguren	Fiction	Lyrical





# Catalog Lector Juvenil

(14 to 15 years old)



Book Title	Author	Text Type	Genre
El extraño caso del Dr. Jekyll y Mr. Hyde	Robert L. Stevenson	Fiction	Novel
Romeo y Julieta	William Shakespeare	Fiction	Drama
El abanico de Lady Windermere	Oscar Wilde	Fiction	Drama
Edipo Rey	Sófocles	Fiction	Drama
Tristán e Isolda	Joseph Bédier	Fiction	Legend
Sub sole (selección)	Baldomero Lillo	Fiction	Tale
La Odisea (Selección y adaptación)	Homero	Fiction	Epic Poem
La mano	Guy de Maupassant	Fiction	Tale
Cuentos de amor, de locura y de muerte	Horacio Quiroga	Fiction	Tale
The Strange Case of Dr. Jekyll and Mr. Hyde	Robert L. Stevenson	Fiction	Novel
The Three Musketeers	Alexander Dumas	Fiction	Novel
Treasure Island	Robert L. Stevenson	Fiction	Novel
El alquimista, Los gatos de Ulthar, La nave blanca	HP Lovecraft	Fiction	Tale
Sherlock Holmes: Relatos II	Arthur Conan Doyle	Fiction	Tale
La metamorfosis	Franz Kafka	Fiction	Novel
La muerte de Iván Ilich	León Tólstoi	Fiction	Novel

Book Title	Author	Text Type	Genre
El retrato de Dorian Gray	Oscar Wilde	Fiction	Novel
El mercader de Venecia	William Shakespeare	Fiction	Drama
Hamlet	William Shakespeare	Fiction	Drama
Bodas de sangre	Federico García Lorca	Fiction	Drama
Nada menos que todo un hombre	Miguel de Unamuno	Fiction	Novel
La Viuda de Apablaza	Germán Luco Cruchaga	Fiction	Drama
Medea	Eurípides	Fiction	Drama
Amor a la vida	Jack London	Nonfiction	Short Story
Poesía del Romanticismo	Varios autores	Fiction	Lyrical
La Hoya de las Brujas	HP Lovecraft	Fiction	Tale
La esfinge sin secreto	Oscar Wilde	Fiction	Tale
Bola de Sebo	Guy de Maupassant	Fiction	Tale
Primer amor	Iván Turguénev	Fiction	Novel
Agamenón	Esquilo	Fiction	Drama
Oedipus the King	Sophocles	Fiction	Drama
The Tragedy of Hamlet	William Shakespeare	Fiction	Drama
¿Cuánta tierra necesita un hombre?	León Tolstói	Fiction	Tale

## Mexical Literature

*Available in Fall 2021*

Book Title	Author	Text Type	Genre
Diente por Diente	Juan de Dios Peza	Fiction	Tale
Tomóchic (fragmento)	Heriberto Frías	Fiction	Novel
Selección de poemas	Salvador Díaz Mirón	Fiction	Lyrical
Selección de poemas	Efrén Rebolledo	Fiction	Lyrical

## Colombian Literature

*Available in Fall 2021*

Book Title	Author	Text Type	Genre
Cerca del ancho río	José Eustasio Rivera	Fiction	Lyrical
María	Jorge Isaacs	Fiction	Novel
El paso del Quindío	Alejandro de Humboldt	Nonfiction	Narrative Nonfiction
El Cacique Guatavita y la leyenda de El Dorado	Juan Rodríguez Freyle	Fiction	Narrative Nonfiction

## Peruvian Literature

*Available in Fall 2021*

Book Title	Author	Text Type	Genre
Aves sin nido	Clorinda Matto de Turner	Fiction	Novel
Los Heraldos Negros	César Vallejo	Fiction	Lyrical
Ña Catita	Manuel Ascencio	Fiction	Drama
Ollantay	Anónimo	Fiction	Drama



# Catalog Lector Reflexivo

(16 years old and more)



Book Title	Author	Text Type	Genre
Narraciones Extraordinarias. Selección de cuentos	Edgar Allan Poe	Fiction	Tale
La máscara de la Muerte Roja y otros cuentos	Edgar Allan Poe	Fiction	Tale
Experiencias del amor en el Decamerón	Giovanni Boccaccio	Fiction	Tale
El tulipán negro	Alejandro Dumas	Fiction	Novel
La dama del sudario	Bram Stoker	Fiction	Novel
El que susurra en la oscuridad	HP Lovecraft	Fiction	Novel
La llamada de Cthulhu	HP Lovecraft	Fiction	Novel
Otra vuelta de tuerca	Henry James	Fiction	Novel
Don Juan Tenorio	José Zorrilla	Fiction	Drama
Un marido ideal	Oscar Wilde	Fiction	Drama
Macbeth	William Shakespeare	Fiction	Drama
Arthur Jermyn - Los otros dioses	HP Lovecraft	Fiction	Novel
El demonio de la peste - El terrible anciano	HP Lovecraft	Fiction	Tale
Resurrección II	León Tólstoi	Fiction	Novel
Carta al padre	Franz Kafka	Fiction	Epistolary Narrative
Orgullo y prejuicio	Jane Austen	Fiction	Novel

Book Title	Author	Text Type	Genre
La vida de Lazarillo de Tormes y de sus fortunas y adversidades	Anónimo	Fiction	Novel
La vida es sueño	Pedro Calderón de la Barca	Fiction	Drama
Niebla	Miguel de Unamuno	Fiction	Novel
El proceso	Franz Kafka	Fiction	Novel
Casa de muñecas	Henrik Ibsen	Fiction	Drama
La señora Dalloway	Virginia Woolf	Fiction	Novel
La casa de Bernarda Alba	Federico García Lorca	Fiction	Drama
Diario y cartas de relación	Cristóbal Colón Hernán Cortés Pedro de Valdivia	Nonfiction	Travel Narrative
Fuenteovejuna	Lope de Vega	Fiction	Drama
Antígona	Sófocles	Fiction	Drama
Cantar de Mio Cid	Anónimo	Fiction	Epic Poem
Poesía amorosa II	Varios autores	Fiction	Lyrical
La hija del capitán	Aleksandr Pushkin	Fiction	Novel
El poeta andaluz. Selección de García Lorca	Federico García Lorca	Fiction	Lyrical
Daisy Miller	Henry James	Fiction	Novel
Tartufo	Molière	Fiction	Drama
El cantar de Roldán	Anónimo	Fiction	Epic Poem

Book Title	Author	Text Type	Genre
Werther	Johann Wolfgang von Goethe	Fiction	Novel
Arthur Jermyn - Los otros dioses	HP Lovecraft	Fiction	Tale
La ciudad sin nombre	HP Lovecraft	Fiction	Tale
Frankenstein	Mary Shelley	Fiction	Novel
Resurrección I	León Tólstoi	Fiction	Novel
Utopía	Tomás Moro	Fiction	Tale
El Morador de las Tinieblas	HP Lovecraft	Fiction	Tale
El conde Lucanor	Don Juan Manuel	Fiction	Tale
Mrs. Dalloway	Virginia Woolf	Fiction	Novel
The Trial	Franz Kafka	Fiction	Novel

## Colombian Literature

*Available in Fall 2021*

Book Title	Author	Text Type	Genre
Nocturno III	José Asunción Silva	Fiction	Lyrical
Elogio de la dificultad	Estanislao Zuleta	Nonfiction	Biography
Recuerdos de Colombia	George Wegener	Nonfiction	Biography
La venganza de un piloto	Martín García Merou	Fiction	Adventure Narrative



A decorative graphic consisting of a dark blue, rounded, horizontal shape with a white outline. Inside this shape, the text 'Book Catalog 2021' is centered. Three yellow hexagons are positioned around the shape: one at the bottom left, one at the top right, and one slightly above and to the right of the top right one.

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