

VENDOR CONTRACT

Between KAMICO Instructional Media, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

SOFTWARE

#03071615

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.



Contract – SOFTWARE

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

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

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

Contract – SOFTWARE

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. 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 participants in the TIPS program.
3. 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 contract.

Renewal of Contracts

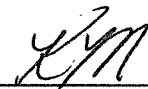
The SOFTWARE contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant’s purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.



Contract – SOFTWARE

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the One Percent (1%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 1% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 1% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 1% is mailed. Failure to pay 1% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, 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, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

Contract – SOFTWARE

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. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder 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

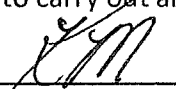
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any



Contract – SOFTWARE

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

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

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

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 03071615". Purchase Order is 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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.



Contract – SOFTWARE

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 fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. 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 sub-contractor 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. 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.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.



Contract – SOFTWARE

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

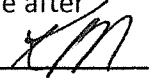
It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. 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. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

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 fully particulars of Force Majeure in writing to the other party within a reasonable time after



Contract – SOFTWARE

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.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

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 contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.



Contract – SOFTWARE

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.



Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

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

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

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



Contract – SOFTWARE

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759	Contact	Kim Thompson, Coordinator of Office Operations	Department
Fax	+1 (866) 749-6674			Building
Bid Number	03071615			Floor/Room
Title	Software	Department		Telephone
Bid Type	RFP	Building		Fax
Issue Date	05/01/2015			Email
Close Date	6/12/2015 3:00:00 PM CT	Floor/Room		
Need by Date		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company KAMICO Instructional Media, Inc.
 Address PO Box 1143
 Salado, TX 76571

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (254) 9477283
 Fax 1 (254) 9477284
 Email
 Submitted 5/20/2015 5:45:50 PM CT
 Total \$0.00

Signature Kathy Michael

Email kmichael@kamico.com

Supplier Notes

KAMICO provides free shipping, free web-based training, and free technical support.

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
05/07/15	Pre-Bid Webinar	<p>1. Click to start and join at the specified time and date: https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990 Note: This link should not be shared with others; it is unique to you.</p> <p>2. Choose one of the following audio options:</p> <p>TO USE YOUR COMPUTER'S AUDIO: When the Webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.</p> <p>-- OR --</p> <p>TO USE YOUR TELEPHONE: If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below.</p> <p>United States Long Distance: +1 (415) 655-0051 Access Code: 749-762-945 Audio PIN: Shown after joining the webinar</p>
05/07/15	Pre-Bid Webinar	<p>Time and date of the webinar: Friday, May 8, 2015 2:00 PM CST</p>
05/13/15	Pre-Bid Webinar (Recorded)	<p>If you missed the Pre-Bid Meeting or Webinar last week here is a link to the recorded webinar: https://www.tips-usa.com/prebidmeeting.html (You must have a video player plugin for your browser to view the recording.)</p>
05/15/15	Pricing	<p>There was not a pricing spreadsheet template uploaded to the "Attachments" tab. Responding vendor must create their own spreadsheet in Excel format and upload the document to the "Response Attachments" tab, pricing section.</p>
06/04/15	Administrative Fee	<p>There was a discrepancy in the Software RFP regarding the Administrative Fee. In all sections and attribute questions, the TIPS Administrative Fee should be 1%. If you answered Question #11 in the Attributes tab, "Pricing submitted includes a 2% TIPS participation fee?", with a "NO" because it showed 2% and not 1%, but you would be willing to pay a 1% Administrative Fee, please email the TIPS Office at bids@tips-usa.com notifying them of your agreement to pay 1%. If you checked "YES" to Question #11, no further action is necessary and you will only pay 1%. Please note: If you said, "NO" to Question #11 that you will not pay an Administrative Fee, a contract will not be awarded to your company. If you have any questions please contact the TIPS Office. Thank you.</p>

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Salado

5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
14	Start Time	Average start time after receipt of customer order is ____ working days?	0
15	Years Experience	Company years experience in this category?	30
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	
18	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	KAMICO Data Connection software prints student answer sheets; scans and scores completed answer sheets; and disaggregates data by student, class, grade level, and demographic group to identify TEKS mastered and those in need of remediation. It is easily customizable for district- or school-created materials and is pre-programmed to work with all KAMICO STAAR CONNECTION Diagnostic and Developmental materials. Reporting is available at the individual teacher, school level, and district level.
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No

20	Primary Contact Name	Primary Contact Name	Kathy Michael
21	Primary Contact Title	Primary Contact Title	President and CEO
22	Primary Contact Email	Primary Contact Email	kmichael@kamico.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2549477283
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2549477284
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	5127510552
26	Secondary Contact Name	Secondary Contact Name	Kathy Michael
27	Secondary Contact Title	Secondary Contact Title	President and CEO
28	Secondary Contact Email	Secondary Contact Email	kmichael@kamico.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2549477283
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2549477284
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	5127210552
32	2% Contact Name	2% Contact Name	Kathy Michael, CEO
33	2% Contact Email	2% Contact Email	kmichael@kamico.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2549477283
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Kathy Michael, CEO
37	Purchase Order Contact Email	Purchase Order Contact Email	orders@kamico.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2549477283
39	Company Website	Company Website (Format - www.company.com)	www.kamico.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	74-2714943
41	Primary Address	Primary Address	PO Box 1143
42	Primary Address City	Primary Address City	Salado
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
44	Primary Address Zip	Primary Address Zip	76571
45	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.)	software, instructional materials, educational materials, games, science, reading, writing, social studies, math, TEKS, STAAR, test, testing, practice test, assessments, professional development, Data Connection, data disaggregation

46 Yes - No

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.) Yes

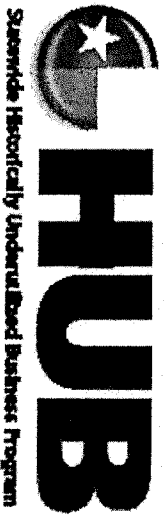
47 Prices are guaranteed for?

(__Month(s), __ Year(s), or Term of Contract) (Standard Term of Contract term is "Term of Contract")

Line Items

Response Total: \$0.00

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1742714943400
File/Vendor Number: 16098
Approval Date: 29-SEP-2014
Scheduled Expiration Date: 30-NOV-2015

In accordance with the Memorandum of Agreement between the
Women's Business Council - Southwest (WBCS)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

KAMICO INSTRUCTIONAL MEDIA, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 27-OCT-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the WBCS's program, you must immediately (within 30 days of such changes) notify the WBCS's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the WBCS's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.htm>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

WBENC Women's Business Enterprise
National Council

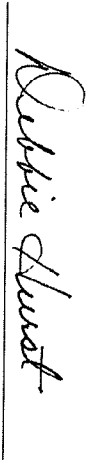
hereby grants

National Women's Business Enterprise Certification
to
Kamico Instructional Media, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Council – Southwest, a WBENC Regional Partner Organization.

Expiration Date: 11/30/2015
WBENC National Certificate Number: 231643


Authorized by Debbie Hurst, President,
Women's Business Council – Southwest



NAICS Codes: 3399930, 5111130, 5111199, 511210, 518210, 519130, 611110, 611430, 611691

UNSPSC Codes: 82121801



Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES NO



Signature of Authorized Company Official

5/19/2015

Date

Kathy Michael, President and CEO

Printed Name of Authorized Company Official

KAMICO Instructional Media, Inc.

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES EM Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 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.

The vendor complied with #1 through 4 above? YES EM Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES EM Initial of Authorized Company Official

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 Lobbing," 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.

KAMICO Instructional Media, Inc.

Name of Organization

PO Box 1143 Salado, TX 76571

Address of Organization

Kathy Michael, President and CEO

Name / Title of Submitting Official



Signature of Submitting Official

5/19/15

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member 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? YES AM Initial of Authorized Company Official

Federal Rule (2) 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 Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member 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. TIPS Member 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. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES AM Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES AM Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES KM Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES KM Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES KM Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES LM Initial of Authorized Company Official

Federal Rule (12) 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 \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, 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 agree? YES LM Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES LM Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO Initial of Authorized Company Official

YES Initial of Authorized Company Official

Company Official: Kathy Michael, CEO

Company: KAMICO Instructional Media, Inc.

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: KAMICO Instructional Media, Inc.

Mailing Address: PO Box 1143

City: Salado

State: Texas

Zip: 76571

Telephone Number: 254-947-7283

Fax Number: 254-947-7284


Email Address: kmichael@kamico.com


Authorized Signature: 

Printed Name: Kathy Michael

Position: President and CEO

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 7-16-15
TIPS Authorized Signature Date

 7-16-15
Approved by Region VIII ESC Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Houston ISD	Houston	Texas	Noemi Vaglienty	713-556-6564
Garland ISD	Garland	Texas	Mark Booker	972-487-3009
Brownsville ISD	Brownsville	Texas	Rosario Pena	956-548-8361



Sole Source Document

KAMICO® Instructional Media, Inc. materials are developed and published exclusively by KAMICO Instructional Media. We have carefully reviewed the Texas Education Code Subchapter B., Sec. 44.031 and hereby certify that we meet and comply with Subsection (j) of the aforementioned code for the sale of all KAMICO products. We are the sole source of these products by virtue of copyright. No one else produces or distributes our copyrighted materials.

We further certify that the price to be paid by the Purchaser shall be no higher than our current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

The undersigned affirms that she is duly authorized to execute this contract.

A handwritten signature in blue ink that reads "Kathy Michael". The signature is written in a cursive style and is positioned above a horizontal line.

Kathy Michael
President and CEO

State of Texas

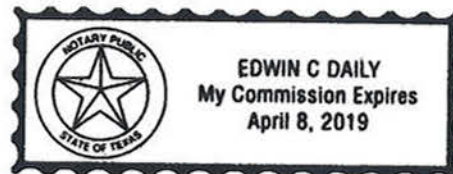
County of Bell

Before me, a notary public, on this day personally appeared Kathy Michael, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 17th day of April, 2015.

A handwritten signature in blue ink that reads "Edwin C Daily". The signature is written in a cursive style and is positioned above a horizontal line.

Notary Public, State of Texas



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

Kathy Michael, President and CEO
KAMICO Instructional Media, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

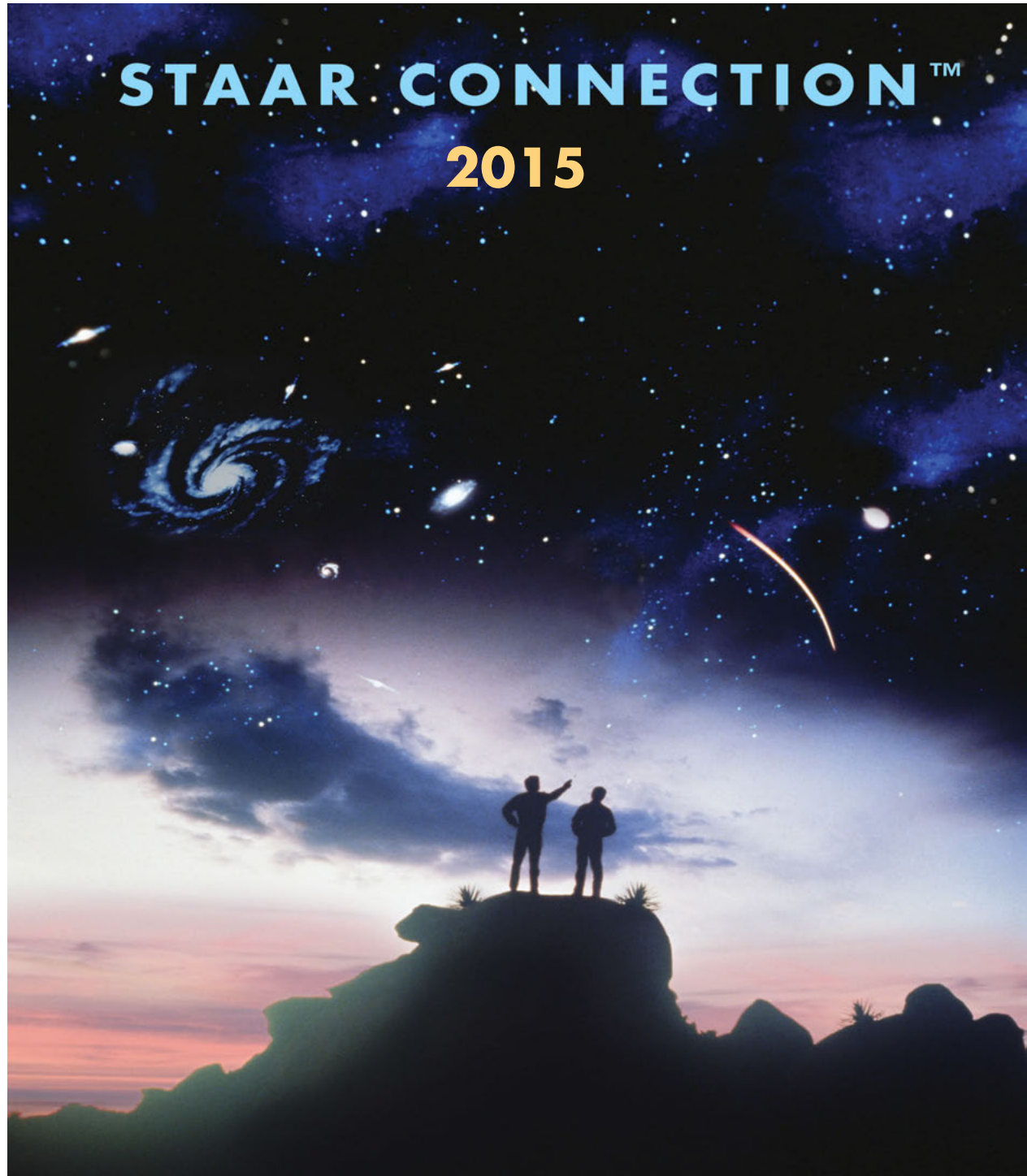

Signature of person doing business with the governmental entity

4/20/15

Date



KAMICO® INSTRUCTIONAL MEDIA, INC.



- ❖ K - 8, EOC
- ❖ Math, Reading, Writing, Social Studies, and Science
- ❖ English and Spanish

**Sole-Source
Vendor**



1 PLAN

- Administer summative assessments
- Access and analyze academic data
- Develop instructional calendar

KAMICO®
Developmental Series™

CONNECTION® to Literature
CONNECTION® to Kindergarten
Game Gallery®
Data Connection®

KAMICO®
Data Connection®

STAAR CONNECTION™
Diagnostic Series™

Professional
Development

4 ACT

- Customize instruction
- Incorporate differentiated instruction
- Close the achievement gap between demographic groups

2 DO

- Implement instructional focus lessons
- Incorporate differentiated instruction to ensure skill mastery of all students
- Work with parents to improve their child's learning

3 CHECK

- Administer formative assessments throughout instructional process to monitor progress and ensure TEKS mastery
- Monitor multiple sets of standards concurrently
- Generate real-time reports for instant identification of individual and group trends/needs

KAMICO®
STAAR CONNECTION™
Diagnostic Series™
Data Connection®

KAMICO®
Developmental Series™

CONNECTION® to Kindergarten
Game Gallery®

KAMICO'S SUCCESS CYCLE

STAAR CONNECTION™

A POWERFUL, RESEARCH-BASED PROGRAM

Diagnostic Series™

Grades 1 - 8 and High School End-of-Course Assessments
Content Areas: Math, Reading, Writing, Social Studies, and Science

- ❖ 15 - 20 formative assessments per grade level and subject area
- ❖ Languages: English and Spanish
- ❖ Covers a mixture of Readiness and Supporting TEKS assessed on STAAR on each assessment
- ❖ Validated by scientifically based research
- ❖ Filled with rich, rigorous content, such as challenging reading selections, media literacy pieces, stimulating writing prompts, and real-world science and math problems
- ❖ Facilitates comprehension and increased retention
- ❖ Allows quick identification of TEKS for which students are in need of remediation
- ❖ Identifies mastery levels
- ❖ Maximizes student achievement
- ❖ Provides information needed to facilitate differentiated instruction




To view samples, visit KAMICO.com and click on Curriculum.


SAMPLES:


3 Kay must wash her hands. Which choice tells the best way for Kay to wash her hands?


- Kay can fill the whole sink with water. Then Kay can wash her hands in it.
- Kay can turn on the water and let it run for several minutes. Then Kay can wash her hands.
- Kay can turn on the water to wash her hands. Kay can leave the water running after.
- Kay can turn on the water. She can keep it on for only the time she needs it.

4 An animal twists twigs and pieces of grass together. These pieces form a circle that has a solid bottom. What did the animal make?

a butterfly cocoon


a spiderweb


a bird nest


a beehive


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Independence Day Memories
a poetic figure

(Pffftt . . .)
 Sitting on the same riverbank,
 this time in a lawn chair,
 (The crickets roared, and
 his eighty-year-old eyes are clouding,
 as each blooming fireburst brings another
 the mosquitoes showed no mercy.)
 distant moment as beautiful and sudden
 (Bloom!)
 as a skybomb's spark.

10
 Sitting on the same riverbank,
 his four-year-old eyes had grown
 (Pffftt . . .)
 wide with amazement,
 (The crickets roared, and)
 as the Fourth-of-July fireflowers
 blossomed and bloomed
 brighter than stars.
 (Bloom!)
 breaking the night.

15
 (Pffftt . . .)
 A twelve-year-old boy
 on the last day of summer
 (the mosquitoes showed no mercy.)
 spins full tilt at the hanging
 rope, seizes it, swings on it,
 flies beyond it (Bloom!) a wingless bird,
 singing his jubilation to the heavens,
 splashes into the river and emerges to see her standing on the same
 riverbank.

20
 25

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Use "Independence Day Memories" to answer questions 4 through 7.

4 "Pffftt . . ." and "Bloom!" are examples of a sound device called onomatopoeia. What is the effect of these sound devices in the poem?

- F They create a steady musical rhythm within the poem.
- G They give a sense of what it is like to be with the poem's central figure.
- H They contribute to the peaceful and tranquil mood of the poem.
- J They develop the characterization of the poem's central figure.

5 Why does the poet repeat the lines *(The crickets roared, and) / (the mosquitoes showed no mercy.)*?

- A to convey the idea that some things never change
- B to help the reader understand the importance of insects
- C to show that the events took place on Independence Day
- D to create a strange and mysterious mood

6 The mood of this poem changes many times. Why is this change appropriate, given the poem's subject?

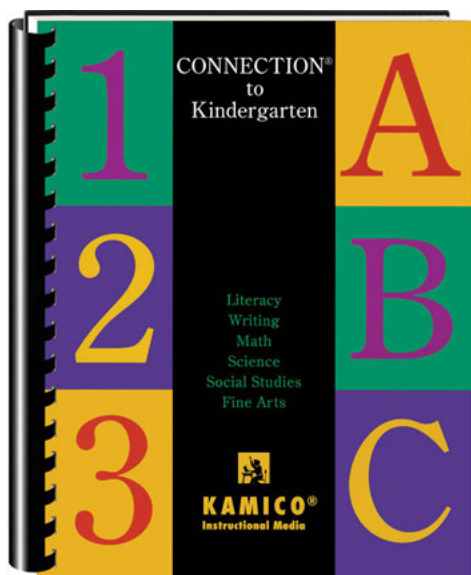
- F The poem describes events spanning a character's lifetime.
- G The poem describes events spanning centuries.
- H The poem is told from the point of view of many people.
- J The poem is set during a dark, threatening time period.

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Grade 1 Science

End-of-Course English II Reading

Use KAMICO's Data Connection® along with the Diagnostic Series™ to ensure mastery of TEKS, to facilitate differentiated instruction, and to close achievement gaps.



To view samples, visit KAMICO.com and click on Curriculum.

VALIDATED BY SCIENTIFICALLY BASED RESEARCH

CONNECTION[®] to Kindergarten

Written by kindergarten teachers for kindergarten teachers to be used as an entire curriculum or to supplement an existing curriculum

**Volumes A - Z (one for each letter of the alphabet)
Use all volumes or the volume(s) of your choice**

- ❖ 250 - 300 pages per volume
- ❖ Daily sponge activities
- ❖ Detailed lesson plans for every subject for each day of the week (math, reading, writing, social studies, science, fine arts, and physical education)
- ❖ Clear, concise instructions for teaching skills and concepts
- ❖ Bulletin-board ideas
- ❖ Engaging graphics
- ❖ Creative lyrics and tunes for class songs
- ❖ Tasty recipes to teach students how to follow directions
- ❖ Fun activities for individual students, small groups, and entire classes
- ❖ Reading comprehension assessments based on popular children's literature
- ❖ Challenging assessments to be given at regular increments
- ❖ Letters to parents



Game Gallery®

STAAR-Aligned TEKS-Based Games, Activities, and Investigations Grades K-12 Content Areas: Math, Reading, Writing, Social Studies, and Science

- ❖ Develops, reinforces, and extends student knowledge of TEKS
- ❖ Created for individual students, partners, small groups, teams, and entire classes
- ❖ Supports differentiated instruction, performance, and positive behavior
- ❖ Languages: English and Spanish
- ❖ Over 300 titles
- ❖ Includes clear, concise directions
- ❖ Comes ready to play with all parts included—tokens, number cubes, calculators, rulers, etc.
- ❖ Contains colorful, engaging graphics
- ❖ Filled with enrichment activities incorporating critical thinking to extend and enhance reasoning
- ❖ Involves focused TEKS practice
- ❖ Promotes student collaboration and interaction
- ❖ Validated by scientifically based research



Geometry Genius
8(1)(A) Mathematical processes. Apply mathematics to problems arising in everyday life, society, and the workplace.



Spy Kids
1(1)(B) Mathematical processes.
Use problem-solving models.



Resource Race
1(C) Conserve Natural Resources, Reuse or Recycle Paper, Plastic, and Metal

To view 300+ KAMICO® board games, visit KAMICO.com, and click on Curriculum, Game Gallery.

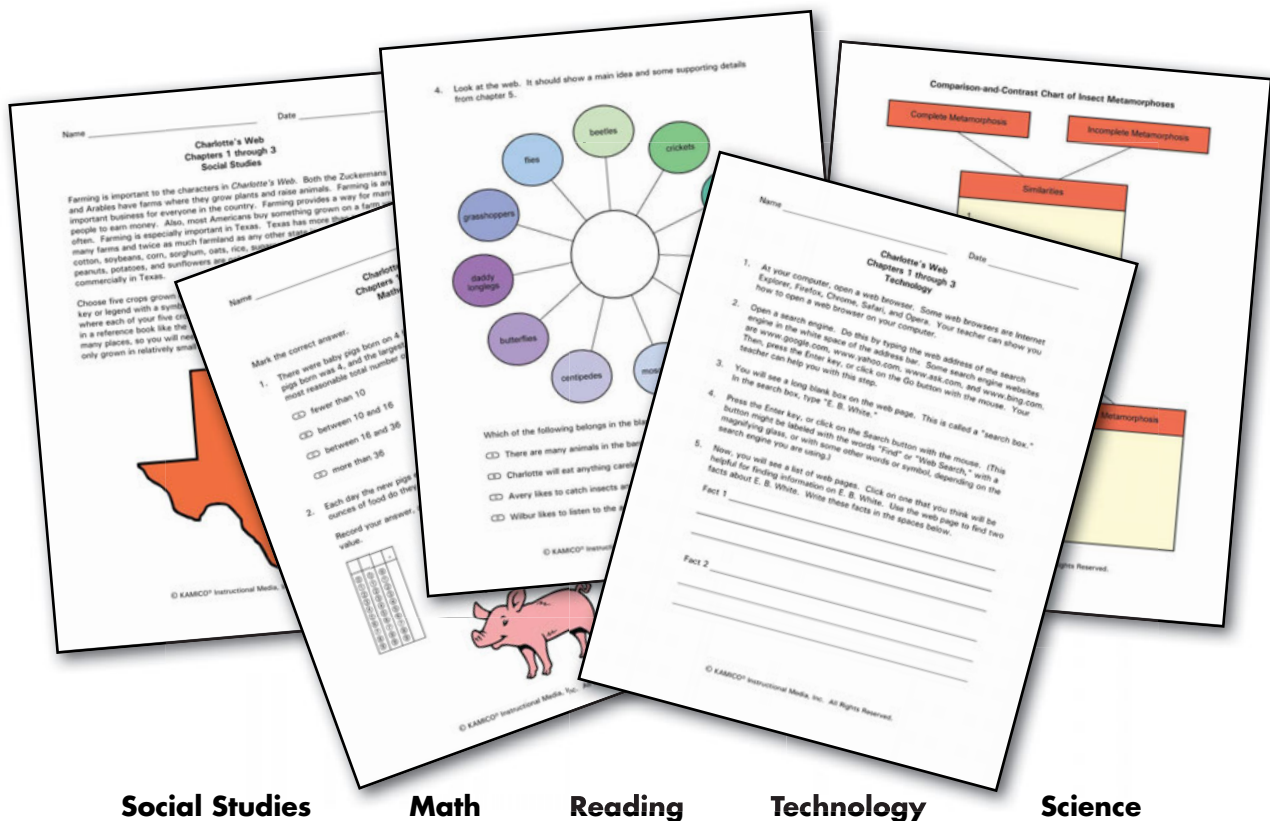
CONNECTION[®] to Literature

STAAR-Aligned TEKS-Based Study Guides Based on Popular Children's Literature Grades K - 7

- ❖ Supports vocabulary and spelling development
- ❖ Assesses reading comprehension, writing composition, and math problem solving
- ❖ Contains engaging social studies activities, science investigations, and technology applications
- ❖ Enrichment projects and extensions based on various levels of Bloom's Taxonomy
- ❖ Develops students into active readers as they gain an appreciation of children's and young adult literature
- ❖ Creates a positive attitude toward all content areas
- ❖ Provides instruction for individual students, small groups, and entire classes
- ❖ Develops, reinforces, and extends skills and concepts
- ❖ Supports differentiated instruction



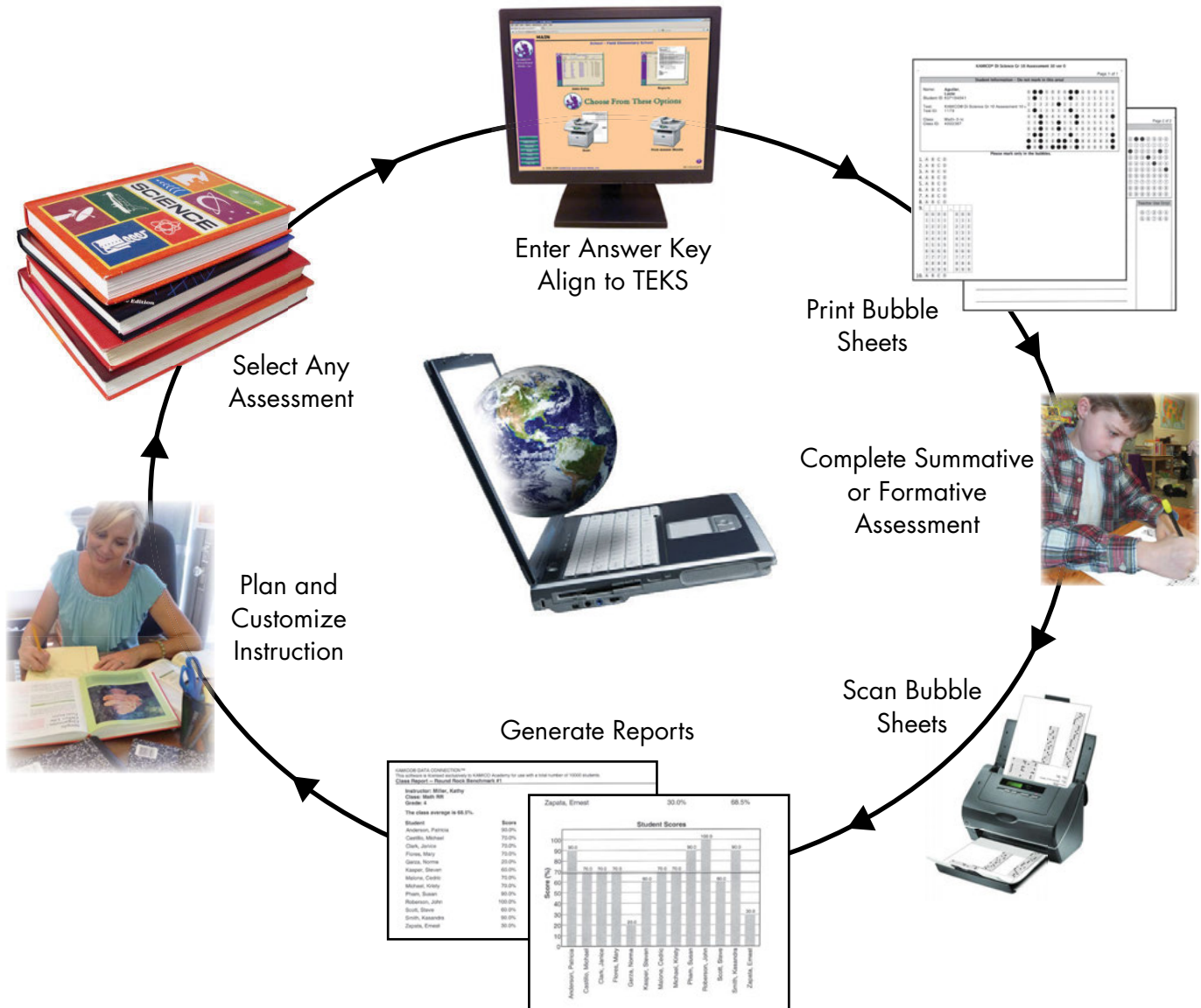
To view samples, visit KAMICO.com and click on Curriculum.



Use KAMICO's Data Connection[®] along with CONNECTION[®] to Literature to ensure mastery of TEKS, to facilitate differentiated instruction, and to close achievement gaps.

Data Connection®

The Tool Every Educator Needs to Ensure Mastery Of TEKS, Facilitate Differentiated Instruction, and Close Achievement Gaps



- ❖ Puts data-driven decision making at your fingertips
- ❖ Provides RTI implementation support
- ❖ Includes in the database TEKS for every subject area and grade level
- ❖ Allows for alignment of questions on any assessment to the TEKS
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- ❖ Places students into TEKS-based instructional groups
- ❖ Generates teacher-friendly and parent-friendly reports

- ❖ Generates reports by individual student, class, grade level, school, and district, as well as demographic group
- ❖ Captures and analyzes longitudinal data
- ❖ Generates information needed to plan effective, differentiated instruction
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Professional Development

*Support for highly qualified teachers and
RTI implementation*

- ❖ Identify and understand TEKS assessed by STAAR
- ❖ Incorporate TEKS into lesson planning and instruction
- ❖ Participate in TEKS-based activities that support differentiated instruction, positive behavior, and collaboration among students
- ❖ Ensure student retention of mastered TEKS
- ❖ Introduce STAAR features and item formats into curriculum
 - ~ graphic organizers
 - ~ open-ended questions
 - ~ griddable-response questions
- ❖ Create instructional calendars
- ❖ Use student progress monitoring data to determine how well the curriculum, as well as instructional practices, are working
- ❖ Make data-driven instructional decisions
- ❖ Learn ways to make adjustments for students who have not responded well to instruction
- ❖ Analyze, track, and report summative and formative assessment data
- ❖ Develop strategies to close achievement gaps

Educators are encouraged to have available their previous year's STAAR item-analysis reports.

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