

EdTech Exchange Contract Information Sheet

Contract Information

Awarded Vendor:	Appy Therapy LLC dba Handwriting Heroes
Contract Number:	ET230901
Effective Date:	July 1, 2023
Initial Term Expiration Date:	June 30, 2024
Renewable Through:	June 30, 2028

Please note: Renewals are automatic unless either party issues an intent to non-renew at least 60 days before the next renewal date. If the contract is cancelled or slated for non-renewal all current customers will be notified.

RFP Process Information

RFP Number:	RFP 2023-09
RFP Title:	Early Childhood Software
Dates Advertised:	April 13 & 20, 2023
# of Vendors that Requested RFP:	53
Questions Due:	May 3, 2023
Public Bid Opening Date and Time:	May 11, 2023, 2:00 pm CT #
of Responses Submitted:	13
Number of Awarded Vendors:	5
Date of Board Approval:	June 14, 2022

Evaluation Criteria, as Set Forth in the RFP

Pricing (30 Points)
Alignment with Region 10 Mission (25 Points)
Customer Training and Support (25 Points)
Qualifications and Experience (10 Points)
Ease of Use (10 Points)

Justification for Award to Multiple Respondents

- 1) Region 10 ESC stated clearly in the RFP that multiple vendors could be awarded if multiple awards were determined to be in the best interest of Region 10 and EdTech members.
- 2) The evaluation committee determined that multiple awards were necessary to cover a variety of software types and services needed by Texas school districts and other EdTech members.

Any information designated by the vendor as proprietary has been redacted from this contract document. For any questions regarding this process or this contract, please contact Clint Pechacek, Purchasing Consultant, at clint.pechacek@region10.org, or 972-348-1184.

REQUEST FOR PROPOSAL FOR EARLY CHILDHOOD SOFTWARE

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1184



Publication date	4/13/2023
Product or service	Early Childhood Software
RFP #	2023-09
Proposal due date	5/11/2023
Proposal submittal location	https://region10.bonfirehub.com/portal/?tab=login
Principle contract officer	Clint Pechacek Purchasing Consultant
Public opening location	Region 10 ESC 400 East Spring Valley Rd Richardson, TX 75081

Education Service Center, Region 10 (“Region 10 ESC”) is seeking proposals for the procurement of Early Childhood Software to be made available to other public agencies through Region 10 ESC’s **EdTech Exchange** purchasing cooperative. Responses will be accepted until 2 pm on May 11, 2023. All times are Central Standard Time.

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at clint.pechacek@region10.org at least 24 hours before the deadline for submissions to receive an invitation. Requests for an invitation after that time will not be accepted. The bid opening will begin at 2 pm Central Time on May 11, 2023 after all submissions have been received.

In general, EdTech Exchange purchasing cooperative members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed, emailed, or mailed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. **PRICE, QUALITY, AND SUITABILITY:** It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. Region 10 ESC reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so.

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

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

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

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

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

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

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

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

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

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

05/11/2023

Date

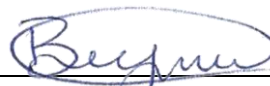

Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 10 Education Service Center

Region 10 Education Service Center ("Region 10 ESC" herein "Lead Agency") on behalf of itself and, potentially, all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agencies") solicits proposals from qualified Respondents to enter into a Vendor Contract ("contract") for the goods or services solicited in this invitation.

Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

II. What is the EdTech Exchange Purchasing Cooperative?

EdTech Exchange is the Educational Software-focused cooperative set up and administered by Region 10 ESC in order to give local education agencies in Texas and the United States access to educational software that is effective, competitively priced, and which has been procured in a compliant, transparent manner. There is no cost for membership in EdTech Exchange for public agencies or to use the contracts; EdTech Exchange charges a 2% administrative fee to the vendor on any sales through the contract, which has already been factored into the pricing submitted. EdTech Exchange leverages the purchasing power of Texas school districts, charter, and private schools to get them best-in-class educational software at the most competitive pricing through a compliant solicitation process.

Additionally, Region 10 ESC has partnered with EdCuration, a marketplace for connecting education software companies with educators to help foster collaborative solutions to today's education challenges. EdCuration will assist Region 10 ESC in marketing EdTech Exchange contracts to members in Texas and across the nation.

III. Purpose of Region 10 ESC

The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10's intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

IV. Customer Service

1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.

3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

Region 10 ESC is seeking on behalf of itself and the EdTech Cooperative membership Early Childhood Software for students and teachers. This category includes, but is not limited to, any software that is specifically geared toward students from Pre-Kindergarten through third grade. Such software may seek to improve early childhood foundations and outcomes in general areas such as Social Emotional Learning (SEL) and general cognitive function, or in more specific subject areas such as math and language skills.

The scope of the EdTech Exchange Purchasing Cooperative is limited to online or computer-based products/solutions that enhance school operations, design and delivery of instruction, assessment/feedback, and/or data utilization. Additional services may be offered as a value add and may be accepted or rejected by Region 10 ESC at Region 10 ESC's sole discretion.

Proposed solutions will be judged based upon the Evaluation criteria listed in Section XXIII of these instructions, and questions pertaining to these criteria are presented in Appendix A: Questionnaire.

Region 10 ESC requires a description of the proposed products and services, as well as further details concerning evidence-based research, integrations, security, Service Level Agreements, etc. in the Questionnaire below.

All pricing must be entered into the Attachment A template provided. Products/lines submitted in that file will be used to establish the extent of the Respondent's products, services, warranties, etc. that are available. All products and services offered under this contract must be priced or listed as free. Any products or services not listed.

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity. Unlike fixed pricing, the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation.

All pricing submitted must include the administrative fee rather than listing it as a separate cost or line item. Region 10 ESC reserves the right to reject any proposal that lists the administrative fee separately from the submitted pricing.

C. KEY DEFINITIONS

Days: means calendar days.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Respondent: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Region 10 ESC.

D. GENERAL TERMS AND INSTRUCTIONS TO RESPONDENTS

SUBMISSION FORMAT AND COMMUNICATION

It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

- I. **Response Submission:** All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities, and to make recommendations for awards in the best interest of the ESC and EdTech Exchange members. Respondents are responsible for making certain proposals are submitted in the Bonfire portal completed by the deadline. Region 10 ESC is not responsible for technical difficulties encountered when uploading the response and will not accept proposals or additions to received proposals after the specified deadline. All information submitted must be readable in the Bonfire application or Microsoft Excel in order to be considered.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Appendix F, Doc #17).

- II. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested. Responses should be consolidated into one PDF file for the RFP response and one Excel file for the Pricing Attachment response. No links, embedded files, or alternative formats (such as Adobe Portfolio attachments) are allowed. Any information that is not readable in the Bonfire PDF viewer or in the Excel pricing file will not be considered by the evaluation committee.
- III. **Time for receiving proposals:** Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened. Region 10 ESC reserves the right to postpone the date and time for the deadline of receipt of proposals through an addendum.
- IV. **Inquiries and/or discrepancies:** Questions regarding this solicitation must be submitted in the Bonfire procurement application. All questions and answers will be posted to the Bonfire procurement application. Respondents are responsible for viewing the Bonfire procurement application to review all questions and

answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.

- V. **Restricted and Prohibited Communications with Region 10 ESC:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, or any of Region 10 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;

Communications between any director and any member of a selection or evaluation committee; and

Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

1. Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
2. Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives.

- VI. **Addenda:** if required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

VII. **Calendar of events (subject to change):**

Event

Issue RFP

Date:

4/13/2023

Deadline for questions	5/3/2023
Issue Addendum/a (if required)	5/4/2023
Proposal Due Date	5/11/2023
Approval from Region 10 ESC	6/21/2023
Contract Effective Date	8/1/2023

CONDITIONS OF SUBMITTING PROPOSALS

VIII. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

IX. **Withdrawal of proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

X. **Clarifications:** Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Respondents' proposals or prices.

XI. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

XII. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to

evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

XIII. Quality of Materials or Services: Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

XIV. Deviations and Exceptions: Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.

XV. Change Orders: The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.

XVI. Manufacturer's Representative: Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.

XVII. Formation of Contract: A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.

XVIII. Estimated Quantities: Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The total annual volume for this contract category is estimated to be over \$1 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

XIX. Multiple Awards: Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.

XX. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

XXI. **Award or rejection of proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the best value and most advantageous to participating agencies, price and other factors considered. Region 10 ESC reserves the right to use a “Market Basket Survey” method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

XXII. **Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

Pricing (30 Points)

Alignment to Region 10 Mission (25 Points)

Customer Training and Support (25 Points)

Qualification and Experience (10 Points)

Ease of Use (10 Points)

100 Total Possible Points

XXIII. **Competitive Range:** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXIV. **Evaluation:** A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

XXV. **Past Performance:** A vendor’s performance and actions under previously awarded contracts regarding a vendor’s actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent’s businesslike concern for the interests of the customer.

PROTEST OF NON-AWARD

XXVI. **Protest Procedure:** Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with *Ms. Sue Hayes at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081*. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <https://pol.tasb.org/Policy/Code/374?filter=EF>, and it must be on a form provided by Region 10 ESC, which will include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
5. Any protest review and action shall be considered final with no further formalities being considered.

NON-COLLUSION, EMPLOYMENT AND SERVICES

XXVII. By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

LIMITATION OF LIABILITY

XXVIII. Waiver: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXIX. REGION 10 ESC SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC.

Appendix A: QUESTIONNAIRE

COMPANY PROFILE

Vendors may respond on separate pages if desired. Region 10 ESC requests that vendors keep the total proposal length (including the RFP pages)

1. What is your company's official registered name?
[Appy Therapy LLC dba Handwriting Heroes](#)
2. Provide the main contact for questions and notifications regarding this RFP, including name, title, direct phone line, and email. Please note: notification of proposal results will be sent to this contact.

[Cheryl Bregman](#)
[Founder/Owner](#)
[240.678.9076](#)
cheryl@handwritingheroes.org

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

[11005 Rosemont Drive](#)
[Rockville, MD 20852](#)

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

[Handwriting Heroes is a woman-owned enterprise founded in 2011. Cheryl Bregman, the founder, and CEO is an occupational therapist with extensive experience working with children with disabilities. While working with her clients, Cheryl noticed that many of them struggled with handwriting, which adversely affected their literacy and writing abilities. Recognizing the cognitive benefits of handwriting, beyond just being a practical skill, she was motivated to develop a new approach to teaching it. Together with a team of talented artists, musicians, animators, and developers, she developed Handwriting Heroes.](#)

[Working with schools to implement Handwriting Heroes in their K-2 classrooms, Cheryl learned that 90% of teachers felt unprepared to teach handwriting. She decided to expand the reach of her program to have a more significant impact to improve learning outcomes for students and teachers. As a result, the company's focus shifted to creating a comprehensive catalog of digital educational products and resources for school-aged students, and it continues to support learning innovation in districts across the country.](#)

5. What are your total annual sales for last three (3) years?

[2020 - \\$104,879](#)
[2021 - \\$124,237](#)
[2022 - \\$148,898](#)

6. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with? If yes, please give a brief description of the program.

[No](#)

7. Diversity Vendor Certification Participation - It is the policy of some entities participating in EdTech Exchange to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response. Please provide any diversity certifications your company holds and list the certifying entity.

Women Business Enterprise (WBE)

Pricing

Vendor's response to Attachment A – Pricing will be the primary content used to score pricing.

8. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?
- Yes
9. Does pricing submitted include the required administrative fee as required in the Scope of this RFP?
- Yes
10. Define your standard terms of payment, including discounts for early payment if available.
- I. Purchase Orders: We accept purchase orders.
 - II. Payment Terms: Net 30 days i.e., payment is due 30 days from the date of the invoice.
 - III. Payment Methods: We accept check and credit card payments.
 - IV. Late Payment Penalties: A late fee of 2% per month will be applied to any payments that are not received by the due date.

Alignment to Region 10 Mission

11. Describe your software solution and how it is geared toward early childhood education. Please give a general overview of your software's functionality and features.

Handwriting Heroes fast tracks student literacy by accelerating handwriting instruction with a streamlined approach that moves students to becoming fluent, independent writers in a matter of weeks. Using highly memorable chants and stories, this program leverages the research-based practice of explicit instruction in handwriting, along with other key learning sciences strategies, to promote equity in foundational literacy development.

The program offers ready-to-use lesson plans, videos, and digital student games that are hosted on an online platform for easy implementation. The program is strategically designed to begin with lowercase letters, which make up 95% of the letters used in writing. Once children have fully automated these letters, uppercase letters are introduced. The multisensory approach used in Handwriting Heroes is based on instructional practices supported by the latest research, leading to rapid retention and recall of letter forms, as well as stronger connections between letter names, forms, and sounds.

Handwriting Heroes provides highly effective handwriting instruction in only 15 minutes per day, solving the problem of teachers not having enough time to teach handwriting. And, by incorporating the principles of edutainment, it transforms what was once seen as a mundane task into something that students eagerly look forward to.

The game is set on an island and the students must complete all the activities at each point before progressing to the next step.



Animated videos are used to convey concepts in a way that is easy for students to understand. These include:



The Writing Lines

This video describes the "sky-clouds-grass-dirt" writing line concept and the direction that one writes (i.e., from left to right, and top to bottom).



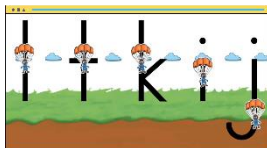
Sky, grass, and dirt letters

This video explains where the letters start and end relative to the writing lines. It explores concepts of tall, small, and falling letters.



Lowercase letter clusters (5 videos)

Our playful heroes teach students how to form their letters through captivating stories, hilarious animations, and catchy songs. Each letter has a clever story that describes the stroke sequence.



Individual lowercase letter formations (26 videos)

The animations illustrate the shared stroke through music and movement.



Starting Points (5 videos)

Did you know that most letters start on the middle line? This video reviews the starting points for the letters for each group of letters. It points out which letters are tall, and which are small.

Educational games and activities are designed to stimulate multiple memory paths, resulting in greater understanding, retention, and recall of the letterform. Furthermore, these strategies help to create strong connections between letter names, forms, and sounds. These include:



The Writing Lines Puzzle

Connect the puzzle pieces and discover how the sky, grass and dirt elements relate to one another.



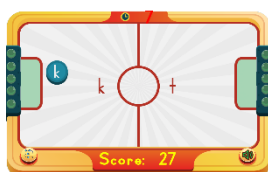
Narrate the Letter Actions

Use the built-in voice recorder to retell the story. Encourage the student to use the action words.



Online Whiteboard Writing

Use the touch screen or a mouse to copy then write letters. The pen changes color each time you start a new stroke. Rainbow-write the letters on the writing lines or use the un-lined blackboard.



Letter Hockey

Match the hockey puck to its corresponding goal. Move as many pucks as possible within one minute.



Get Ready to Write

Position your paper, pencil, helping hand and sit up tall. These videos provide cues to correctly position one's body and writing tools and are differentiated for left- and right-handed writers.



Treasure Island: Find It

Click on the matching pair.



Treasure Island: Say It

Say each letter sound.



Treasure Island: Trace It

Use your pointer finger to trace each letter in the air.



Treasure Island : Copy It
Write the word on your paper.

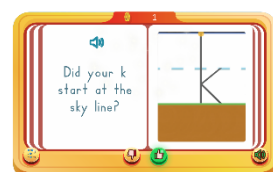


Treasure Island: Type it
Use the keys to type the word.

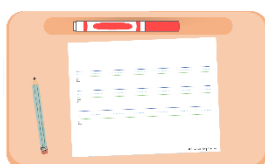
12. What tools does your software give educators and other stakeholders to track a student's progress, identify difficulties, and analyze results?



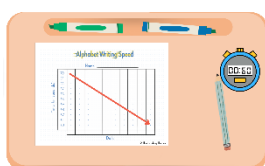
Name that Letter
Select the correct letter based on the formation patterns before the animation ends.



Self-Assessments
Students are prompted to check that their letters are correctly formed and properly placed on the writing line.



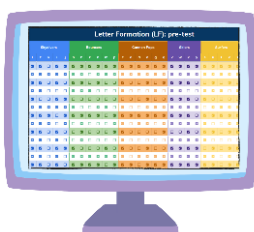
Line-Picker Assessment
As students develop a more refined pencil grasp, their letters get smaller in size. Use the "Line Picker" Assessment Tool to quickly assess which line width is right for each student.



Alphabet Writing Speed
Once students have completed the lowercase letter groups, an excellent way to track progress and to increase fluency is to chart their alphabet writing speed.



Data Collection Booklet
A quick and easy way to assess student progress on a weekly basis by having them write their letters without any visual models.



Progress Trackers
Pre- and Post Assessments are used to collect and analyze data on letter formation accuracy and handwriting speed to generate insights into student performance, identify patterns, and monitor progress.

13. Provide any studies or proven test cases that demonstrate how well your software achieves the goal of improving outcomes for early childhood students.



Handwriting Heroes recently earned the Digital Promise award for “Research-Based Design for Instructional Learning Products”. This Product Certification confirms our product design is evidence-based and grounded in research. Out of over 8,000 edtech products used in K-12 schools, fewer than 1 percent have received this recognition, making it a significant achievement for our company.

Refer to the next page for case study information.



HANDWRITING HEROES

ESSA EVIDENCE PACKET

LXD RESEARCH
HANDWRITING HEROES



Learning Experience Design (LXD)
Research & Consulting
a division of Charles River Media Group, LLC

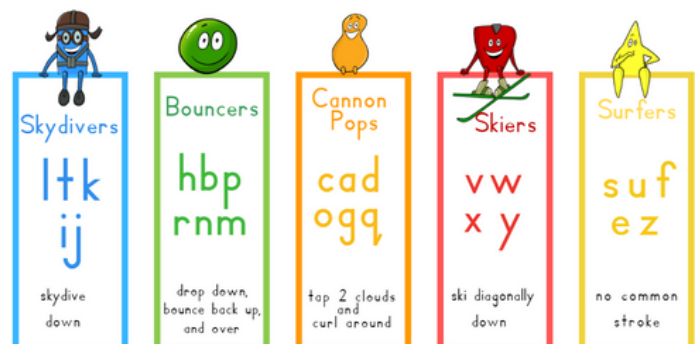




Handwriting Heroes is an engaging, fast-paced handwriting program designed for students in kindergarten to second grade.

The program is systematically structured and begins by introducing lowercase letters, which make up approximately 95% of the letters used in writing.

The lowercase letters are sorted into five groups by their common stroke, with one group taught each week. The repetition of the same movement from one letter to the next promotes rhythmic writing.



The program employs multisensory techniques that engage the student's auditory, visual, tactile, and kinesthetic senses. Letter formation is taught explicitly using animated stories that aid learning and memory retention.

Logic Model for Handwriting Heroes (HH)

PROBLEM STATEMENT

The traditional approach to handwriting instruction involves teaching one letter per week in both upper and lowercase forms. This time-consuming process takes nearly six months to complete. During this time, students are also expected to be writing text before fully mastering proper letter formation. As a result, they often resort to guessing how to form letters, leading to the development of inefficient patterns and bad habits that can be difficult to break.

RESOURCES

What resources are or could be available?

- Teacher commitment to implementing a daily 15-minute block for handwriting instruction
- Assessment Materials:
 - Handwriting Screener
 - Weekly unit assessments
- Grade-Specific Materials:
 - Student Workbooks
 - Wall Cards
 - HH Fonts
 - HH writing paper
 - Desk Strips
- Digital tools with access to the internet
- Professional Learning
 - Self-paced course

STRATEGIES & ACTIVITIES

What will the activities, events, and such be?

- Handwriting screener administered to all students
- Structured lesson plans and teacher scripts to ensure fidelity of implementation
- Multi-sensory instruction, including videos, songs, chants, and air writing
- Game-based learning that provides multiple practice opportunities
- Writing on erasable surfaces for low stakes retrieval practice
- Immediate feedback to aid learning
- Digital monitoring and assessments

OUTPUTS

What are the initial products of these activities?

- Students receive focused handwriting time with guided practice and consistent skill reinforcement
- Students learn letters in meaningful clusters that facilitates rhythmic writing by repeating the same movement from one letter to the next
- Students develop strong associations between letter forms, names and sounds
- Students engage with various learning modalities to integrate visual and motor learning
- Teachers replay videos as often as needed to support motor learning and memory
- Students who demonstrate difficulty receive timely intervention

SHORT-TERM AND INTERMEDIATE OUTCOMES

Students:

- learn to write all the lowercase letters with correct letter formation in five weeks
- increase their writing speed and fluency
- demonstrate increased engagement with writing in both lower and uppercase letters
- develop greater confidence in writing letters effectively and efficiently
- apply their new knowledge of letter formation during classroom writing tasks

Teachers:

- build their confidence and competence in providing explicit, systematic and sequential handwriting instruction
- recognize the importance of teaching handwriting
- dedicate time to teach handwriting with consistency and fidelity
- monitor and document student handwriting progress
- differentiate instruction for all learners

LONG-TERM OUTCOMES AND IMPACTS

- Students maintain grade-level proficiency without additional intervention (reducing costs associated with extra services).
- Students confidently tackle both pragmatic and creative writing tasks into adulthood.
- Economic and social benefits of having strong writing skills, including reduced drop-out rate, and increased employment opportunities.
- Students achieve their desired goals, live to their full potential, and participate in our democratic governance.

ASSUMPTIONS: Administrators allow videos as an instructional tool in the early literacy classroom and provide the necessary technology. Teachers will be open to changing their approach to handwriting instruction. Students have the visual and motor skills to engage with the program materials effectively.

REFERENCES

Presentation of letters in meaningful clusters:

Hart, V. H., Fitzpatrick, P., & Cortesa, C. (2010). In-depth analysis of handwriting curriculum and instruction in four kindergarten classrooms. *Reading and Writing*, 23(6), 673-689. <https://doi.org/10.1007/s11145-009-9178-6>

Jones, C. D., Clark, S. K., & Reutzel, D. R. (2012). Enhancing alphabet knowledge instruction: Research implications and practical strategies for early childhood educators. *Early Childhood Education Journal*, 41(2). <https://doi.org/10.1007/s10643-012-0534-9>

Integration of visual and motor learning:

Berninger & Richards (2009). Teaching writing. In V. W. Berninger & B. J. Wolf (Eds.), *Teaching students with dyslexia and dysgraphia: Lessons from teaching and science* (1st ed.). Brookes Publishing.

Berninger, V. W. (May/June 2012). Strengthening the mind's eye: The case for continued handwriting instruction in the 21st century. *Principal*, 91(5), 28-31.

Multisensory learning experiences:

Wolf, B. J. (2011). Teaching handwriting. In J. R. Birsch (Ed.), *Multisensory teaching of basic language skills* (3rd ed., pp. 179-204). Brookes Publishing.

Importance of daily, sequential handwriting practice:

Graham, S. (Winter 2009-2010). Want to improve children's writing? Don't neglect their handwriting. *American Educator*, 33(4), 20-40.

Moats, L. C. (2005). Teaching handwriting and spelling. *Language essentials for teachers of reading and spelling: Module 9* (2nd ed., pp. 29-35). Sopris West Educational Services.

Value of direct instruction for alphabet learning:

Invernizzi, M., & Buckrop, J. (2018). Reconceptualizing alphabet learning and instruction. In C. M. Cassano & S. M. Dougherty (Eds.), *Pivotal research in early literacy: Foundational studies and current practices* (2nd ed., pp. 85-110). Guilford Publications.



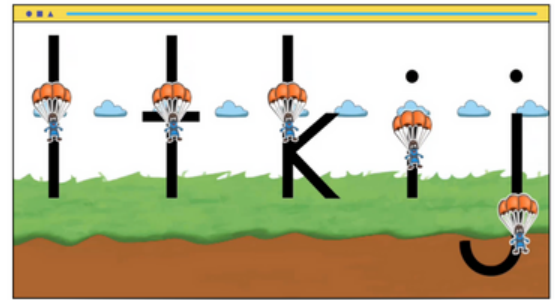
Handwriting Heroes® Case Study: Grade 1, Garrett County, MD

Prepared by Destiny Riley and Rachel Schechter, PhD



Study Summary

Covering two cohorts of first graders in a rural district, Handwriting Heroes provided benchmark data for their letter formation assessment as the basis for our case study. Their innovative approach to teaching handwriting integrates storytelling and animated videos. After completing the five-week program, students demonstrated a mastery of an average of 18 additional letters, which was quantified with a very high effect size of 3.19.



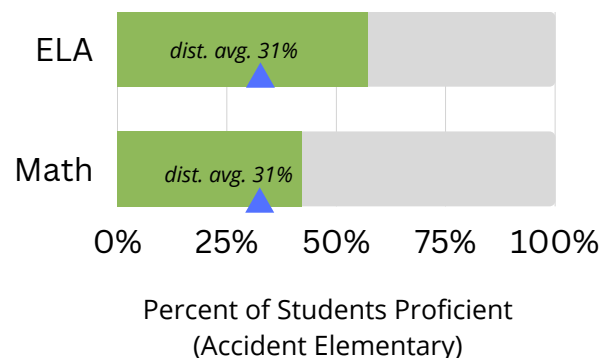
Product Description

Handwriting Heroes is an engaging, fast-paced handwriting program designed for students in kindergarten to second grade. The program is systematically structured and begins by introducing lowercase letters, which make up approximately 98% of the letters used in writing. The letters are sorted into five groups based on their movement strokes. The program employs multisensory techniques that engage the student's auditory, visual, tactile, and kinesthetic senses. Letter formation is taught explicitly using animated stories that aid learning and memory retention.

School Description

Accident Elementary School is a very small, rural school located in Accident, Maryland, and is a part of Garrett County Public Schools. Serving grades PK3 through 5, the school has a total of 218 students enrolled, 28 of whom are in 1st grade. For our case study, nearly all of the first-grade students (N=27) were sampled. Compared to other schools in the district, Accident Elementary School is performing above average. However, there is still scope for improvement, as 43% of students were not reading proficiently by third grade.

Figure 1: School Test Results



Source: nces.ed.gov

Study Description

During most of the school year in 2021-2022, the teacher did not use a formal handwriting curriculum and felt that her students needed more structured and explicit instruction. In April 2022, the teacher started using Handwriting Heroes and administered the Letter Formation assessment. After completing the six-week curriculum in May, the post-test was given. The following year, the teacher used the program right at the beginning of the year, and administered the pretest in September 2022. The posttest was given in October 2023 to assess progress over the course of the curriculum.

The teacher used Handwriting Heroes to focus on lowercase letters, and those are the results reported in this study. Handwriting Heroes also incorporates songs, sign language, air writing, and tracing activities, offering multiple learning routes for students.



Key Findings

A key lesson from Year 1 was the need to start with Handwriting Heroes at the start of the school year in Year 2. Figure 3 shows Year 1 data with a pretest in April and a posttest in May. In Year 2, the program began in September, and progress was evaluated with a posttest in October.

Year 1: The teacher in our study recognized the need for a different approach teaching handwriting that would benefit all her students. In Year 1, while most students knew at least half of their letters in April, Handwriting Heroes significantly improved learning outcomes, with an average accuracy growth of 17%. **Half of the students in Year 1 increased their accuracy by 30% or more.** Notably, some students who were only able to write eight letters correctly in April produced over twenty letters by the end of the school year.

Year 2: The teacher introduced Handwriting Heroes right from the beginning of the school year, using the pretest to assess the students' initial accuracy scores. As a result, **the group mastered 22 letters in just five weeks.** Remarkably, one student progressed from writing one letter correctly to mastering all twenty-six by the end of the program.

Early literacy skills such as letter formation and recognition are crucial for students' reading and writing development. The growth demonstrated in both implementation examples provides robust evidence for teachers seeking a tool to support their students' literacy journeys.

Figure 3: Average number of letters correctly written by students after 6 weeks

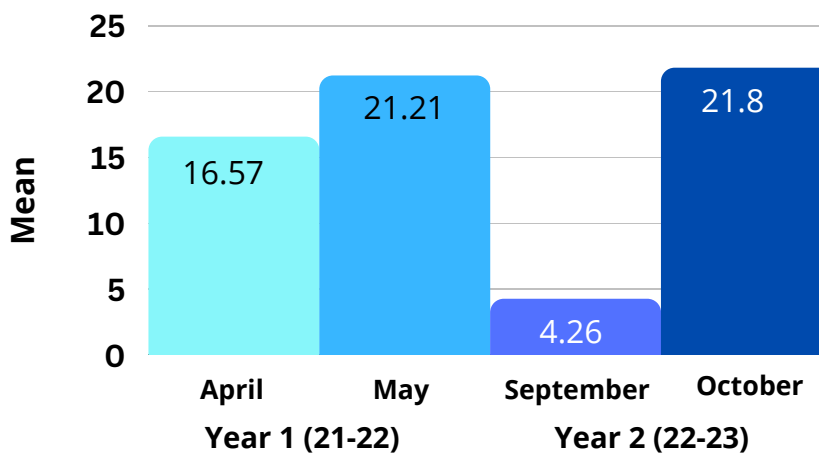


Table 1: Letter Formation, Overall Scores

Year	Month	Mean	Standard Deviation	N	Effect Size
Year 1	Pre-Test - April	16.57	5.99	14	Cohen's d = 0.67
	Posttest - May	21.21	7.75	14	
Year 2	Pre-Test - September	4.26	3.61	13	Cohen's d = 3.19
	Posttest - October	21.8	6.86	13	

Research Limitations

Limitations of this case study include sample size, timing, and demographics. The study focused solely on first-grade students, limiting our ability to analyze the program's effectiveness across all resource levels. Additionally, the first cohort's pre-test was conducted in April after a mid-year curriculum change, which may have impacted results when compared to the second group of students who began Handwriting Heroes at the beginning of the year. Finally, the study took place in a distant rural district, with the majority of students represented belonging to a single racial group (white) and only 9.6% of students coming from households with an income below the poverty line.



Learning Experience Design (LXD)
Research & Consulting
a division of Charles River Media Group, LLC

This case study was independently analyzed and written by Learning Experience Design Research, a third-party education research firm.

LXD Research is an independent research firm that specializes in evaluating educational programs to support accelerated learning. Learn more at www.lxdresearch.com

For additional information about **Handwriting Heroes** contact us at cheryl@handwritingheroes.org
www.handwritingheroes.org

14. Describe any integrations your software can provide with other platforms such as learning platforms, student management systems, etc.

We participate in Clever's Library program which provides single sign-on logins for teachers at the library level.

15. Describe the type of data your software collects and what security is in place to ensure that sensitive data is adequately protected and access to that data is tracked and controlled. Show how your company is compliant with COPPA, FERPA, and HIPAA, or explain why these standards do not apply to your software.

Handwriting Heroes takes extensive measures to secure personal information and comply with applicable privacy and compliance standards. We collect limited personal information such as teacher names and email addresses, and student usernames and passwords necessary for creating individual accounts. The company implements several security measures such as encryption, access controls, and regular data backups to ensure the protection of sensitive data. Access to the data is tracked and controlled through unique user IDs, and passwords.

Handwriting Heroes complies with COPPA by not collecting any personal information about the child. For compliance with FERPA, the software is designed to be used in educational settings and is used in compliance with school district policies and guidelines. HIPAA standards do not apply to Handwriting Heroes as the software does not collect any medical or health-related information.

The company collects anonymous usage data to monitor aggregate usage, analyze trends and user traffic, track usage information, improve user experience, and speed up navigation. Handwriting Heroes does not share, sell, rent, or transfer personal information, and if personal information is compromised, the company will take reasonable steps to investigate the situation and comply with applicable laws, regulations, and agreements.

Customer Training and Support

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

Hours of Operation: 8am to 8pm EST

All support services are handled through our office in Maryland.

17. Describe your company's implementation process for training customers on your solution.

Handwriting Heroes tailors its training process to the unique needs of each school or educational institution, providing a customized training experience that empowers teachers by including the following steps:

- Needs assessment: Handwriting Heroes assesses the specific needs of the teachers, including previous knowledge of handwriting instruction and intervention, to determine which training program is appropriate for them.
- Customized training program: Based on the needs assessment, Handwriting Heroes creates a customized training program that meets the specific requirements of the teachers.
- Scheduling training sessions: Handwriting Heroes schedules online training sessions that work around district and school's schedules.

- Delivery of training: Handwriting Heroes delivers the training program through instructor-led sessions.
- Ongoing support: Handwriting Heroes provides ongoing support to teachers to ensure that they can apply their newly acquired skills in the classroom.
- Evaluation and feedback: Handwriting Heroes evaluates the effectiveness of the training program and gathers feedback from the customer to identify areas for improvement and makes necessary adjustments to the training process.

18. Describe how your company provides ongoing support and training to customers for your solution.

Handwriting Heroes offer a multi-faceted approach to ongoing support and training to ensure that teachers have the necessary resources to effectively teach handwriting, regardless of their level of expertise in the subject, that includes:

- Online resources: Handwriting Heroes provides 24/7 access to an online portal where districts and schools can access instructional videos, self-paced learning guides, and easy-to-follow lesson plans.
- Direct support: We provide direct support through email, phone, and zoom conferencing to districts and schools who require one-on-one assistance in resolving any issues they may encounter.
- Personalized training: Handwriting Heroes offers personalized online training sessions that are tailored to the specific needs of the districts, schools, and students.
- Community support: The Handwriting Heroes Facebook group enables participants to connect with each other, share tips, and ask questions.

19. What is the guaranteed uptime for your software solution?

We offer a 99% uptime guarantee.

20. What compensation is available to customers in your SLA if uptimes are not met?

If uptime is not met, we offer a 2% service credit that can be applied to future invoices.

21. Provide the time windows and levels of service for both normal and emergency support provided in your SLA.

A typical time frame for normal support is within 1 - 8 hours, during regular business hours. Emergency support is typically delivered with the highest priority, often within 1-2 hours, regardless of the time of day.

Qualifications and Experience

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

Executive Contact

Contact Person: Cheryl Bregman

Title: Owner / Founder

Phone: 240-678-9076

Email: cheryl@handwritingheroes.org

Account Manager / Sales Lead

Contact Person: Cheryl Bregman

Title: Owner / Founder

Phone: 240-678-9076

Email: cheryl@handwritingheroes.org

Contract Management (if different than the Sales Lead)

Contact Person: SAME

Billing & Reporting/Accounts Payable

Contact Person: Russell Bregman

Title: CPA

Phone: 240-678-9075

Email: support@appytherapy.com

Marketing

Contact Person: Cheryl Bregman

Title: Owner / Founder

Phone: 240-678-9076

Email: cheryl@handwritingheroes.org

CHERYL BREGMAN, M.S., OTR/L

EDUCATION AND CERTIFICATION

- ❖ Johns Hopkins University, *Masters Degree in Technology in Special Education, 2003*
- ❖ University of Cape Town, *Bachelor of Science in Occupational Therapy, 1994*
- ❖ National Board of Occupational Therapy Certification
- ❖ AOTA member

EMPLOYMENT

Appy Therapy, Handwriting Heroes, Maryland

Founder and Creator, August 2011 to present

- Designed the Handwriting Heroes curriculum for students from pre-K to 2nd grade.
- Collaborate with developers, artists, graphic designers, and musicians to create videos, workbooks, and supplementary materials.
- Oversee marketing and administrative operations.
- Work with school leaders and teachers to implement Handwriting Heroes
- Conceptualized and designed the first adaptive keyboard for the iPad, named Abilipad.

Private Practice, Maryland

Occupational Therapist, June 2000 to present

- Provide both clinical and classroom-based therapy services for children aged 4 and up.
- Consult with parents and teachers to increase awareness of strategies and to ensure carry-over.
- Offer workshops to physicians, psychologists, preschools, childcare facilities, and parents.
- Prepare progress, IEP, evaluation, and administrative documentation.

The Lab School of Washington, Washington D.C.

Occupational Therapist, June 1996 to June 2000

- Case management of children with learning disabilities and developmental delays
- Administered, scored, and interpreted diagnostic evaluations of assigned clients.
- Supervised fieldwork students and mentored new therapists.
- Provided in-services for teachers, interns, and other staff members.
- Developed new IEP goals and objectives for department use.

RUSSELL G. BREGMAN

PROFESSIONAL BACKGROUND

Dembo Jones, Inc. – Rockville, MD

Director January 2018 to Date

Senior Manager January 2015 to December 2017

Manager October 2010 to December 2014

- ◆ Instrumental in generating in excess of \$1,500,000 in business for the firm.
- ◆ Provide business valuation services for private partnerships and entities and drafted 100's of valuation reports for entities with assets of \$1 million to over \$1 billion for purposes of litigation support, specifically in the Family Law arena, gift and estate tax planning/reporting, and shareholder disputes.
- ◆ Maintain excellent client relationships, securing trust and confidence through providing complete, accurate and timely financial services.
- ◆ Responsibilities include preparing and analyzing cash flow projections, identifying industry and inherent risks, and calculating appropriate internal rates of return and valuation discounts through various valuation models and methods.
- ◆ Responsible for management of entire valuation engagement from making the initial contact, landing the engagement, and retaining the client to preparing and writing of a comprehensive report to reviewing and signing the valuation report and completing the engagement.
- ◆ Testified as an expert witness.

Valuation Services, Inc. – Rockville, MD Senior Manager

January 2008 to September 2010 Manager January 2004 to December 2007

Senior Analyst, January 2002 to December 2003 Analyst, October 2000 to December 2001

- ◆ Instrumental in generating in excess of \$700,000 in business for the firm.
- ◆ Provide business valuation services for private partnerships and entities and drafted 100's of valuation reports for entities with assets of \$1 million to over \$1 billion for purposes of Employee Stock Ownership Plans, buy/sell agreements, reorganizations, gift and estate tax reporting, shareholder disputes, and litigation support.
- ◆ Maintain excellent client relationships, securing trust and confidence through providing complete, accurate and timely financial services.
- ◆ Responsibilities include preparing and analyzing cash flow projections, identifying industry and inherent risks, and calculating appropriate internal rates of return and valuation discounts through various valuation models and methods.
- ◆ Responsible for management of entire valuation engagement from making the initial contact, landing the engagement, and retaining the client to preparing and writing of a comprehensive report to reviewing and signing the valuation report and completing the engagement.
- ◆ Train staff members regarding the overall business valuation process and methodologies.
- ◆ Qualified and testified as an expert witness.

Grossberg Company, LLP – Bethesda, MD Manager, July
1998 to October 2000
Supervisor, September 1996 to June 1998

- ◆ Manage and supervise multiple engagements in the following industries: commercial and residential real estate, professional organizations, retail and hospitality.
- ◆ Schedule engagements, select staff, assign workloads, plan audits and engagement strategies, set budgets and supervise professional accounting staff.
- ◆ Review analysis of accounting and internal control systems, compliance, substantive and analytical review procedures, and review and evaluate audit results, and financial statement preparation.
- ◆ Consult with management on financial results and provide detailed management reports.
- ◆ Prepare business plans for clients including detailed cash flow projections, profit and loss forecasts and various financial statement scenarios.
- ◆ Prepare individual, partnership, corporate and employee benefit plan tax returns.
- ◆ Assist in firm recruiting program consistent with its strategic plan.

EDUCATIONAL BACKGROUND

- National Association of Certified Valuation Analysts – Certified Valuation Analyst, November 2001
- American Institute of Certified Public Accountants – Certified Public Accountant, February 1999
- Public Accountants and Auditors Board – Chartered Accountant (South Africa), June 1996
- University of South Africa – Honors Bachelor of Accounting Science, December 1994
- University of South Africa – Bachelor of Accounting Science, December 1992

PROFESSIONAL AFFILIATIONS AND MEMBERSHIPS

- American Institute of Certified Public Accountants National Association of Certified Valuation Analysts Maryland/DC Chapter of Certified Valuation Analysts
- Howard County Collaborative Professionals
- GBCC Chamber of Commerce – VP of Finance

23. Provide a minimum of three (3) K-12 education customer references for products and/or services of similar scope dating within the past 3 years. Higher Education references are also acceptable, but not preferred. Provide the following information for each reference:

Entity Name: Long Beach Elementary School, Ocean Beach School District
Contact Name and Title: Annie Fletcher, Principal
City and State: Long Beach, Washington
Phone Number: (360) 642-3242
Years Serviced: 2 years
Description of Services:
Annual Volume: \$5,000 to \$10,000

Entity Name: Washington County School District
Contact Name and Title: Ms. Carmel Bozarth, Title I Grade 1 Level Specialist
City and State: Saint George, Utah
Phone Number: (435) 634-7025 x. 4215
Years Serviced: 3 years
Description of Services: Kindergarten and First Grade - 200 teachers
Annual Volume: \$10,000 to \$25,000

Entity Name: Krieger Schechter Day School
Contact Name and Title: Dr. Lindy Rosen, K-5 Learning Specialist
City and State: Baltimore, MD
Phone Number: 410-486-8640 ext. 254
Years Serviced: 3 years
Description of Services:
Annual Volume: \$1,000 to \$2,000

24. List all cooperative and/or government group purchasing organizations of which your company is currently a member below. For each cooperative, list your contract number.

N/A

25. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

N/A

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

N/A

27. Felony Conviction Notice – Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable
☒ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

Ease of Use

28. Please provide log-in information for a sample account for the evaluation team to use to evaluate the ease of use of your proposed solution and/or a link to a video demonstrating your product's ease-of-use. Video submissions may not be longer than 10 minutes long.

[Sample Account](#)

Site: <https://teachers.handwritingheroes.org/>

Email: user@handwritingheroes.org

Password: usertrial#

Value Add

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies. Please note, only products and services that are priced in Attachment A will be considered for inclusion in this contract.

VIDEOS



Individual uppercase letters formations (26 videos)

Words along with letter animations highlight the similarities and differences between the upper and lowercase letters. Students finger-trace the letters in the air.



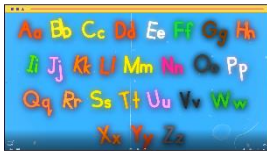
Lowercase letter songs / Sing with Shannon (26 videos)

Learn the beginning sounds of the feature words and the sounds they make. Sign the letter, write it in the air



Number Formations 0 – 9 (10 videos)

Words that rhyme make it easy to learn numbers zero to nine!



The Alphabet Song

Learn your ABCs by singing it, saying it, signing it, doing a monster voice, singing it super-fast, and saying it backwards!



b and d can't trick me

Learn to differentiate between the letters b and d by referencing their formations.

WORKBOOKS



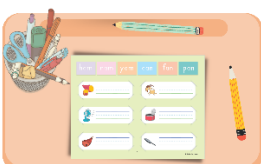
Pre-K Printing

Inspire a love of letters through playful, multisensory activities. Pre-K Printing uses finger tracing, rainbow writing, and pin punching to jump start letter exploration.



Lowercase Workbook

The simplicity and clarity of this workbook disguises its exceptional value! By replacing mindless repetition with writing letter clusters, learning to write becomes a dynamic, engaging process that delivers immediate results.



Print Practice

Print Practice provides systematic instruction and guided practice, in multiple formats. Just 10 to 15 minutes of daily practice moves students toward mastery.



Alphabet Antics

Sequence the letters from a to z to improve alphabet writing fluency. The rows are segmented to match the melody of the alphabet song and picture icons provide phonetic cues.



Uppercase Workbook

The Uppercase Workbook teaches uppercase letters in relation to their lowercase counterparts. Students finger-trace the large letter model, and then practice writing uppercase, lowercase, and a fun alliterative sentence.



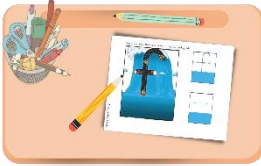
Numbers Workbook

Learn how to form numbers 0 to 9 with number rhyme stories that group the numbers into three groups based on their formation.



Ready, Set, Alphabet!

Ready, Set, Alphabet provides a quick summary for older students (second grade and up) to review their lowercase, uppercase, and number formations.



Especially for Lefty

Accommodate left-handed writers with letter formations that have slight variations for letters t and f.

ACTIVITIES



Say it, sign it, trace it!

These versatile cards can be used to cue letter formation, play word games, build three- or four-letter words, identify the beginning letter sounds and learn the ASL letter signs.



Finger Puppets

Eight adorable finger puppets can be used when finger tracing the Handwriting Heroes letters and numbers. Using large arm movements when air-writing or finger tracing involves multiple sensory receptors which facilitate kinesthetic learning.



Activity Cards

Laminate the Activity Cards for endless exploration: spell out the words; form play dough letters; shape pipe cleaners; place buttons, coins, or cheerios on top of the letter; trace the letter with a dry erase marker or make rainbow letters.



Letter Cards

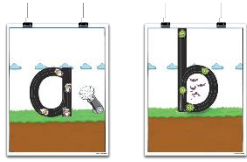
Practice handwriting skills while playing word building games. This resource includes 32 double-sided letter cards, 4-word grids, 4 large letter boxes, and 5 activity ideas.



Crowns

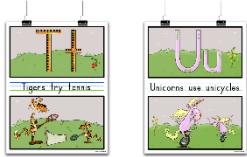
Choose from 3 different crown designs to congratulate your handwriting heroes for a job well done! Kids love wearing their crowns once they have mastered a letter group, or when they have demonstrated their best effort.

WALL CARDS



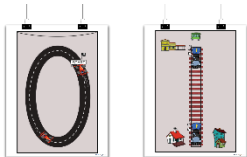
Lowercase Wall Cards

26 colorful, full-page lowercase letter letters to display in your classroom for easy reference.



Alphabet Wall Cards

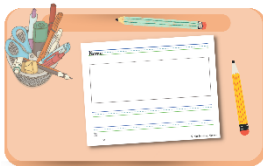
26 colorful, full-page wall cards with large upper and lowercase letters, numbered-directional arrows and an alliterative sentence that emphasizes the letter sounds and describes the cartoon image.



Number Wall Cards

Large, colorful number images that can be used in a multitude of ways, such as tracing, and making playdoh letters.

WRITING PAPER



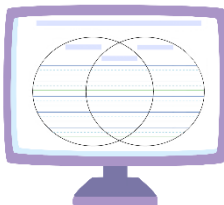
Three-Lined Handwriting Paper: Landscape and Portrait Orientation

Lined paper provides students with key information on where to start and end their letters.



Editable Writing Paper: Landscape and Portrait Orientation

Create worksheets in a flash! Make spelling lists, handwriting practice worksheets, sentence starters, editing activities, writing prompts, word banks, fill-in the blanks, name writing practice, etc., etc., etc. ... all while modeling correct writing form with the embedded Handwriting Heroes font.



Editable Three-Lined Graphic Organizers

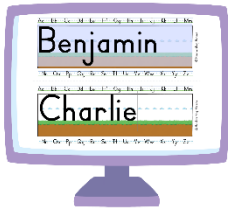
Have you ever noticed that your students' handwriting deteriorates when using un-lined graphic organizers? This resource will keep them organized and legible! These printables are also customizable. There are 16 pages which can be tailored to create a multitude of graphic organizers.

DESK STRIPS



Desk Strips and Name Plates

Choose from 3 different designs of desk strips and 2 variations of nameplates that can be placed on your student's desk for easy reference.



Editable Name Plates: with lowercase only and both upper and lower case

Create up to 30 name plates in minutes! Just type your students' names, and the name plates are automatically generated. Name plates are a great way to model correct name writing. The names are printed on the Handwriting Heroes® unique "sky-clouds-grass-dirt" writing line.

GUIDES



Handwriting Goals and Objectives

An easy to reference set of goals and objectives relating to letter formation, spatial organization, writing speed, posture, hand dominance, pencil grasp, pencil pressure and use of the helping hand.



Letter Formation Guide

Letters and numbers with directional arrows demonstrating the sequence of strokes.

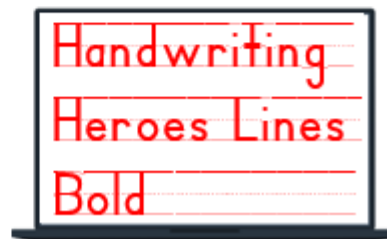
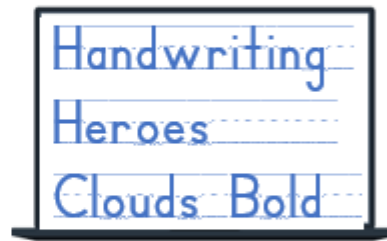
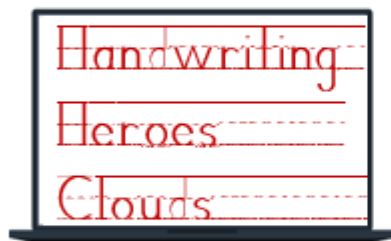
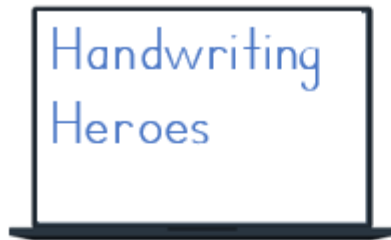


Parent Letters

Keep parents informed by sending out letters at the start of the week to brief them on what is being covered and how to reinforce the students' learning.

HANDWRITING HEROES' FONT

The Handwriting Heroes Font uses a vertical manuscript style with a continuous stroke. Letters are formed with minimal lifting of the pencil from the paper which promotes left-to-right directionality and reduces reversals. There are six font variations:



Appendix B: PRICING

Pricing Attachment

All pricing must be entered into the Excel template provided in the Bonfire portal for this RFP. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free in order to be made available under the contract.

Not to Exceed Pricing

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Other Discounts or Enhanced Pricing

Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.

Other Restrictions and Fees

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

Appendix C: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of May 11, 2023, by and between Appy Therapy LLC ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Early Childhood Software ("the products and services").

RECITALS

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

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

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with EdTech Exchange Coop.

1. ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1. Awarded vendor shall perform all duties, responsibilities and obligations as set forth in this agreement, and required under the Vendor Contract.
- 1.2. Region 10 ESC shall perform its duties, responsibilities and obligations as set forth in this agreement, and required under the Vendor Contract.
- 1.3. Purchasing Procedure:
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per EdTech Exchange Coop Contract # XXXXXXXX."
 - Vendor delivers goods/services directly to the participating agency.
 - Awarded vendor invoices the participating agency directly.
 - Awarded vendor receives payment directly from the participating agency.
 - Awarded vendor reports sales quarterly to EdTech Exchange Coop.
- 1.4. Customer Support: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1. The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled, or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2. Renewal will take place automatically each year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. Compliance: Master Interlocal Agreements between Region 10 ESC and its Members have been established under state procurement law.
- 3.3. Offeror's Promise: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4- FORMATION OF CONTRACT

- 4.1. Offeror Contract Documents: Region 10 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2. Form of Contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), this Partnership Agreement, and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. Entire Agreement (Parol evidence): The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. Assignment of Contract: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. Novation: If contractor 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. Region 10 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

- 4.6. Contract Alterations: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 10 ESC staff member.
- 4.7. Order of Precedence: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. Supplemental Agreements: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. Adding authorized distributors/dealers: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from Region 10 ESC. Awarded vendors must notify Region 10 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by Region 10 ESC.

5. ARTICLE 5- TERMINATION OF CONTRACT

- 5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

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

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

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

6. **ARTICLE 6- LICENSES**

- 6.1. Duty to keep current license: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2. Survival Clause: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7- DELIVERY PROVISIONS

- 7.1. Delivery: Vendor shall deliver said materials and/or services purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be delivered within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2. Inspection & Acceptance: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay any costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

8. ARTICLE 8- BILLING AND REPORTING

- 8.1. Payments: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2. Invoices: The awarded vendor shall submit invoices to the participating entity clearly stating "Per EdTech Exchange Coop Contract # ETXXXXXXX". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3. Tax Exempt Status: Knowing and complying with the tax laws in each state is the sole responsibility of the vendor.
- 8.4. Reporting: The awarded vendor shall provide Region 10 ESC with an electronic accounting report, in a format prescribed by Region 10 ESC in Attachment A, on a quarterly basis summarizing all contract Sales for the applicable three month period. Reports of Contract Sales for Region 10 ESC and member agencies in each quarter shall be provided by awarded vendor to Region 10 ESC by the 10th business day of the following the close of the quarter. If there are no sales to report, Vendor is still required to communicate that information via email. Failure to provide a quarterly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the contract at Region 10 ESC's sole discretion.

9. ARTICLE 9- PRICING

- 9.1. Best price guarantee: The awarded vendor agrees to provide pricing to Region 10 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through Region 10 ESC following a reduction in the manufacturer or publisher's direct cost.
- 9.2. Price increase: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 10 ESC must be

notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested. It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3. Additional Charges: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4. Price reduction and adjustment: Price reduction may be offered at any time during the contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5. Administrative Fees: All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Region 10 ESC by the awarded vendor. The awarded vendor agrees to pay a 2% administrative fee quarterly to Region 10 ESC of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 10 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales"). Region 10 ESC will invoice vendor after verifying quarterly reports. Administrative fee payments are to be paid by the awarded vendor to Region 10 ESC within thirty (30) days of receipt of invoice.

If any sales are made directly through the EdCuration site utilizing this contract, EdCuration will report those sales on the vendor's behalf and remit the administrative fee to Region 10 ESC directly. Region 10 will provide vendors a quarterly report showing any sales made directly through EdCuration's website.

- 9.6. The awarded vendor will receive early access to register for EdTech Exchange events and will receive EdTech Exchange signs for their conference booths. Vendors shall also receive a dedicated vendor page on EdCuration's website and a discount to be negotiated with EdCuration on additional marketing packages.
- 9.7. The awarded vendor will receive early access to register for EdTech Exchange events and will receive EdTech Exchange signs for their conference booths as well as an EdTech Exchange partnership logo for use online.
- 9.8. The awarded vendor will also receive a 10% discount on registration for EdTech Exchange-related events. When revenue shared with Region 10 exceeds \$500, vendor will be able to reserve rooms in the Region 10 Spring Valley or Abrams Conference Center once a year for vendor events to educate/train/demonstrate the awarded vendor's product, subject to availability. Additional discounts and opportunities may be offered at Region 10's sole discretion.

10. ARTICLE 10- PRICING AUDIT

- 10.1. Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all

purchases made by Region 10 ESC and any entity that utilizes this Agreement. Region 10 ESC reserves 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. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Region 10 ESC.

11. ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1. Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2. Discontinued products: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3. New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4. Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5. Product line: Offerors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6. Warranty conditions: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7. It shall be the vendor's responsibility to keep any information on their EdCuration vendor page up to date, including but not limited to contact information, product information, and pricing (if applicable).

12. ARTICLE 12- MISCELLANEOUS

- 12.1. Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

“Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.”

- 12.2. Disclosures: Offeror 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.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Region 10 ESC.

The Offeror 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.

- 12.3. Indemnity: The awarded vendor shall protect, indemnify, and hold harmless Region 10 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving Region 10 ESC, its administrators and employees and agents will be in Dallas County, Texas. Any litigation involving Region 10 ESC members shall be in the jurisdiction of the participating agency.

- 12.4. Franchise Tax: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 12.5. Marketing: Awarded vendor agrees to allow Region 10 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 10 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 10 ESC.

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

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

- 12.8. Boycott Certification: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person

or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

- 12.10. All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM

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

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

Prices are guaranteed: **120 days**

Company name	Appy Therapy LLC
Address	11005 Rosemont Drive
City/State/Zip	Rockville, MD 20852
Telephone No.	240-678-9076
Email address	cheryl@handwritingheroes.org
Printed name	Cheryl Bregman
Position with company	Owner / Founder
Authorized signature	

Term of contract August 1, 2023 to July 31, 2024

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.



Region 10 ESC Authorized Agent

6/14/23

Date

Jim Newhouse
Print Name

EdTech Exchange Contract Number ET230901

Appendix D: ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #11 General Terms & Conditions and Acceptance Form

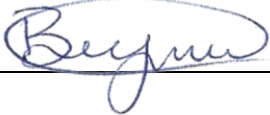
DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Appy Therapy LLC

Title of Authorized Representative: Owner / Founder

Mailing Address: 11005 Rosemont Drive, Rockville, MD 20852

Signature: 


DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Appy Therapy LLC

Title of Authorized Representative: Owner / Founder

Mailing Address: 11005 Rosemont Drive, Rockville, MD 20852

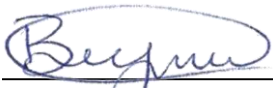
Signature: 

DOC #3 LOBBYING CERTIFICATION

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

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

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



Signature of Respondent

05/11/2023

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

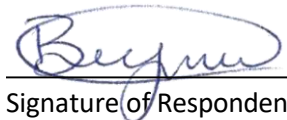
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons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

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

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

Business Operations in Sudan, Iran

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



Signature of Respondent

05/11/2023

Date

DOC #5 ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Appy Therapy LLC

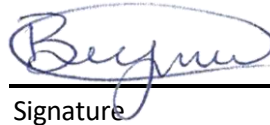
ADDRESS 11005 Rosemont Drive

Rockville , MD 20852

PHONE 240-678-9076

FAX N/A

RESPONDANT


Signature

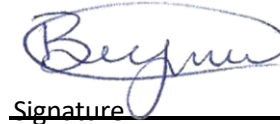
Cheryl Bregman

Printed Name

Owner / Founder

Position with Company

AUTHORIZING OFFICIAL


Signature

Cheryl Bregman

Printed Name

Owner / Founder

Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

DOC #7 BOYCOTT CERTIFICATION

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

Respondent certifies that respondent does not boycott energy companies, and it will not boycott energy companies during the term of any subsequent contract. Pursuant to Texas Government Code Chapter 2274, as enacted in Senate Bill 13 of the 87th Texas Legislature, if respondent is a for-profit organization, 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 those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with the ESC is \$100,000 or more, the respondent must represent and warrant to the ESC that the respondent does not boycott energy companies and will not boycott energy companies during the term of any subsequent contract.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 NONDISCRIMINATION AGAINST FIREARM INDUSTRY CERTIFICATION

Respondent certifies that respondent does not discriminate against firearm entities or firearm trade associations, and it will not discriminate against firearm entities or firearm trade associations during the term any subsequent contract. Pursuant to Texas Government Code Chapter 2274, as enacted in Senate Bill 19 of the 87th Texas Legislature, if respondent is a for-profit organization, 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 those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with the ESC is \$100,000 or more, the respondent must represent and warrant to the ESC that the vendor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any subsequent contract.

DOC #10 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "**resident Bidder**"
- ☒ I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Appy Therapy LLC	11005 Rosemont Drive	
Company Name	Address	
Rockvile	MD	20852
City	State	Zip

DOC #11 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? CB
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

Does vendor agree? CB
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

CB Does vendor agree? _____

(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

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

Does vendor agree? CB _____

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? CB _____

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

CB Does vendor agree? _____
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? CB _____
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? CB _____
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

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

Does vendor agree? CB

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? CB

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? CB

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? CB

(Initials of Authorized Representative)

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

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

Does vendor agree? CB

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

CB Does vendor agree? _____

(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

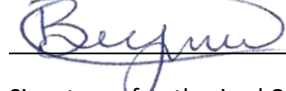
Does vendor agree? CB _____

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Appy Therapy LLC

Company Name



Signature of Authorized Company Official

Cheryl Bregman

Printed Name

Owner / Founder

Title

05/11/2023

Date

DOC #12 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

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

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained and listed below. **Redlining the terms and conditions in the document above is unacceptable and may result in your proposal being removed from consideration.** Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

ATTACHMENT B: EDCURATION MARKETING FORM

Region 10 ESC has partnered with EdCuration, a marketplace for connecting education software companies with educators to help foster collaborative solutions to today's education challenges. EdCuration will assist Region 10 ESC in marketing EdTech Exchange contracts to members in Texas and across the nation.

To that end, awarded vendors will receive a vendor page on EdCuration's website which will advertise the awarded vendor's products and services, a digital badge, showing that the vendor has an awarded Region 10 ESC contract purchasing vehicle, host the contract due diligence provided by Region 10 ESC that EdTech Exchange members will need to verify the procurement process, and provide the ability for members to purchase the awarded vendor's products directly through the EdCuration website or easily request a quote from the vendor depending on the complexity of the awarded vendor's pricing.

Please state your company's agreement to work with EdCuration to provide your logo, company and product information, and to designate a sales lead for this contract who can handle leads and sales made through the EdCuration website, in order to most easily facilitate sales to Region 10 and beyond:

☒ We Agree to manage our product page on EdCuration.com.

☐ We would like to discuss listing requirements with EdCuration.

ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with EdTech Exchange and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR	CITY OF CANBY, OR
CITY OF ADAIR VILLAGE, OR	CITY OF CANYONVILLE, OR
CITY OF ASHLAND, OR	CITY OF CLATSKANIE, OR
CITY OF AUMSVILLE, OR	CITY OF COBURG, OR
CITY OF AURORA, OR	CITY OF CONDON, OR
CITY OF BAKER, OR	CITY OF COQUILLE, OR
CITY OF BATON ROUGE, LA	CITY OF CORVALLI, OR
CITY OF BEAVERTON, OR	CITY OF CORVALLIS PARKS AND RECREATION
CITY OF BEND, OR	DEPARTMENT, OR
CITY OF BOARDMAN, OR	CITY OF COTTAGE GROVE, OR
CITY OF BONANAZA, OR	CITY OF DONALD, OR
CITY OF BOSSIER CITY, LA	CITY OF EUGENE, OR
CITY OF BROOKINGS, OR	CITY OF FOREST GROVE, OR
CITY OF BURNS, OR	CITY OF GOLD HILL, OR

CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT

ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT

ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT

KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT

PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT

CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR

COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI

HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY
SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR

TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC
CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED**

TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES

CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION

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LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR

OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT

GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL
 SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA),
 UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT

CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT

NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT

SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOEELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,
 UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS
 AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH