



Request for Proposal

Vision Screening Software

Education Service Center, Region 10

DATE: August 1, 2023

Submitted to:

Clint Pechacek

Purchasing Consultant

400 E Spring Valley Rd

Richardson, TX 75081

Telephone: (972) 348-1184

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This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in the entire proposal.



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Cover Letter

August 1, 2023

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

Education Service Center, Region 10

Subject: Request for Proposal – Vision Screening Software

Dear Mr. **Pechacek**,

The Good-Lite Company is pleased to submit this proposal to Region 10 ESC in response to the Vision Screening Software RFP in providing a screening solution that supports the requirements of the State of Texas and can be scaled for use in the larger school population.

Good-Lite is the leading manufacturer of visual acuity charts. Good-Lite has over 90 years of experience in the Optometry and Ophthalmology industries, and we are the gold standard across the board for many visual acuity testing and screening products. We are the global leaders in quality and variety for distance and near acuity charts. We manufacture and distribute over 2000 products internationally and are the exclusive worldwide manufacturer of the LEA SYMBOLS® and LEA NUMBERS®, which are the gold standard for pediatric development and acuity assessment. This experience has given us an advantage when developing and distributing digital visual acuity products.

Our Proposal reflects how Good-Lite's compelling capabilities uniquely position us to help satisfy the needs for a comprehensive digital visual acuity solution for schools.

GLD-Vision is an online, paperless, automated data collection platform that will allow schools to assess a student's entire visual system in under 2.5 minutes. It has been medically validated, meets the Joint 2016f guidelines from the American Academy of Pediatrics, the American Association of Certified Orthoptists, the American Association for Pediatric Ophthalmology and Strabismus, and the American Academy of Ophthalmology standards, saving time, money, and valuable resources. We are uniquely equipped with the knowledge and resources to successfully distribute and support this project as necessary.

In conclusion, our dedication to quality and excellence will help Region 10 ESC meet all their vision screening needs and we look forward to better serving the children of Texas.

Sincerely,



Chris Greening
President
Good-Lite Company
Chris@good-lite.com



Appendix A: QUESTIONNAIRE

Company Profile

Vendors may respond on separate pages if desired. Respondents must limit the number of additional pages to no more than 30 additional pages.

1. What is your company's official registered name?

Good-Lite Digital Inc.

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.

Name: Chris Greening

Title: *President*

Phone: 815-252-1225

E-mail: chris@good-lite.com

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

8911 N Capital of Texas Hwy, Suite 4200
Austin, TX 78759

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

The Good-Lite Group ("Good-Lite") is celebrating 93 years as the industry leader in providing testing and diagnostic equipment for the professional eye care market. Good-Lite's numerous achievements over the last 90 years are noteworthy. Good-Lite worked closely with Louise Sloan, PhD to develop the Sloan Letters for distance and near testing. We are proud to have produced the first commercial chart using Sloan Letters, copyrighted in 1961 by Dr. Palmer Good. In the 1970s, we helped develop and commercialize the HOTV Matching Game widely used by schools today. In 2002 Good-Lite proudly received exclusive, worldwide manufacturing rights to the complete LEA® Test System developed by Lea Hyvärinen, MD, PhD, of Finland. This system is the gold standard for pediatric vision testing and assessment.

Today, we look to continue to innovate by exploring digital solutions and strive to develop the highest quality goods and services for our customers. Good-Lite values its key role in helping vision screeners and eye care professionals detect and treat vision disorders and we take pride in meeting the diverse needs of all those who assess vision worldwide.

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

\$15,000,000.00



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.

N/A

Pricing (25 Points)

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

Please refer to Excel Sheet - Appendix B

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? (see Article 9.5 of the Terms and Conditions)

Yes

10. Define your standard terms of payment, including discounts for early payment if available.

The standard payment terms for this contract shall be 30 days from the date of invoice.

If payments are made within 15 days from the invoice date, we will extend a 2% discount on the payment amount.



Alignment to Region 10 Mission (25 Points)

11. Describe your Vision Screening Software solution. Please give a general overview of your software's functionality and features, including how it works, and how it will be utilized by screeners and students.

The Good-Lite Vision Screening Software system ("GLD-Vision"), is a secure, web-based, medically validated vision assessment solution that can be operated on virtually any device, including computers, Chromebooks, tablets, mobile devices, and smartphones. Regardless of the operating system or device utilized, the typical screening process is as follows:

- a. Authorized user logs in to the GLD-Vision website,
- b. The student to be screened sits at a chair and table positioned between seven and 10 feet from the device on which the screening is to be conducted,
- c. The person administering the screening, herein the "screener" either:
 - selects the student from a list of students previously uploaded into the system; or
 - enters the student's information into the system,
- d. The screener provides the student a wireless mouse that the student uses to directly interact with the system to perform various matching exercises presented on-screen*,
- e. The student is tasked with a variety of matching exercises that require moving the mouse left or right and clicking any button to indicate that they have made their selection and wish to continue to the next exercise.
- f. The screener observes the student perform the matching exercise* and the screener follows instructions presented on-screen when necessary. These instructions will include when to occlude the student's eye, places specialized glasses on the student, present specific materials to the student, and when the screening process has concluded.
- g. Upon completion of the screening process, the student is excused, and the process (steps b-f above) is repeated with the next student as appropriate.

** when vision screening assessments are performed utilizing a tablet or smartphone device, the student provides verbal responses to the screener rather than performing the matching exercises using the mouse.*

GLD-Vision automatically and securely stores all results for subsequent use by the authorized personnel of the school and / or district. In addition, GLD-Vision facilitates the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA) compliant, paperless notification of screening results to parents & guardians. GLD-Vision also provides the ability to print vision screening reports when necessary.

When a parent or guardian securely views their student's vision screening results, the GLD-Vision system identifies and color codes each vision screening conducted according to the status of the screening and whether the results have been viewed by the parent or guardian. This insight saves countless hours by reducing the follow up to only those parents and guardians who are unaware that their student is recommended to have further evaluation of their vision.

GLD-Vision can be customized by the administrator(s) at the district level to best suit the needs of the district and their students. Customization includes screening distance, assessments performed, protocol selection,



etc. In addition, each school may upload their logo into the GLD-Vision system for inclusion on reports provided to parents.

With the GLD-Vision solution, districts are in total control of their vision screening program including the management of schools, management of users, authorization of access for each user - including limiting access to specific schools, and the customization of screening program parameters.

12. List any types of visual disorders your Vision Screening Software does not detect.

GLD-Vision will not detect any biologic, physiologic, or cognitive condition that does NOT adversely impact a subject's ability to receive and process visual information. For example, if a child has a myelinated nerve fiber that does NOT impact their ability to see clearly, perceive depth, or detect & differentiate color, that child may complete the GLD-Vision screening process and not be referred for a professional examination of the eyes. It is important to note that NO VISION SCREENING PROCESS OR SCREENING TECHNOLOGY is a replacement for a cycloplegic examination of the eyes by a medical professional.

13. Describe what hardware and/or operating system requirements your solution has.

GLD-Vision can be accessed and utilized from any device with a web browser and internet connectivity, either via Wi-Fi or cellular signal.

For implementation in schools, we recommend ChromeOS, MacOS, or Windows OS devices with screens that are 10" or larger when measured diagonally. Devices of this size allow for students to use the mouse to directly interact with the GLD-Vision program rather than verbally interacting with the screener. This direct interaction eliminates the opportunity for the screener to misunderstand, misinterpret, or inadvertently enter the student's responses incorrectly.

14. How long does an average student vision screening take? How many students can be tested at one time?

The average screening requires approximately two minutes.

When using devices as described in question 13 above, the screener can confidently screen up to 4 students simultaneously. Please note that for each student to be screened simultaneously, there must be a screening lane comprised of the screening computer and vision screening kit. Each kit contains a wireless mouse, 'near' stereo card, reversible occluding glasses, a cloth eye patch, a specialized pair of colored (red/blue) glasses, a ten-foot measuring cord, and a quick start guide.

15. Does your solution incorporate age-appropriate randomized visual content that cannot be memorized?

Yes.

The GLD-Vision product utilizes only medically validated, age-appropriate visual content in the form of digitized optotypes for assessing visual acuity, digitized HRR color plates for assessing color vision, and digitized random dot stereograms for assessing depth perception.



More specifically, the visual content is automatically selected based on the student's age based on the national recommendations established by the Joint 2016f guidelines from the American Academy of Pediatrics, the American Association of Certified Orthoptists, the American Association for Pediatric Ophthalmology and Strabismus, and the American Academy of Ophthalmology standards.

All visual content is randomized in presentation to the student to eliminate any opportunity for memorization.

16. Explain how your program contributes to student developmental success in the areas of academic achievement, classroom behavior, and social and emotional health.

By utilizing the GLD-Vision platform we are confident that schools will be able to identify students with visual shortcomings sooner, with a higher level of accuracy, and reliability. The accurate and reliable detection of vision disorders is critical in maximizing students' opportunities for academic success and psychosocial health.

We would like to offer the following excerpts from the outstanding work of Wendy Beth Rosen in her book, "The Hidden Link Between Vision and Learning".

Chapter 1: THE DIFFERENCE BETWEEN VISION AND EYESIGHT

"There are more than a dozen visual skills... These skills affect how well we function and perform in all areas of our lives but are especially critical to a child's overall developmental process, and especially academic achievement. These skills are not evaluated in the vision screening that utilizes only the Snellen chart and often go unchecked." (Page 4)

Chapter 2: WHAT ARE VISION-RELATED LEARNING PROBLEMS?

"To fully grasp the reality of how the root cause of a child's struggles may be incorrectly diagnosed, consider that fifteen out of the eighteen symptoms linked with AD/HD are also associated with a vision disorder. Thirteen out of the seventeen symptoms of dyslexia can occur with a vision-based learning problem. When taking into account, then, that so few people know that vision-related learning problems exist, let alone how to evaluate them, the potential for misdiagnosis is overwhelming.

It is crucial to be aware that no matter how much intervention children get in the form of special education or medication, they will continue to struggle with learning unless their visual disorders are identified and corrected. In cases where there may be multiple disabilities playing out, the visual piece is so enormously influential that to disregard it will reduce the effectiveness of other therapies.

However, vision-related learning problems are not recognized as a disability because a staggering portion of our population does not know that they exist. Due to this, and the outdated means we rely on to examine children's vision, we are working within an educational model that is failing our children." (Page19)

"When the eye muscles are not able to control their movements accurately, however, the result is a loss of efficiency and slowed comprehension. Children will often lose their place or skip words and have to go back and reread the text because these interdependent vision systems are not coordinating properly to allow them to read smoothly. Fatigue and frustration set in." (Page25)



Chapter 6: CHANGING LIVES: MAKING A WORLD OF DIFFERENCE

“Dr. William Moskowitz once said that knowledge about vision-related learning problems will change lives and change the world. Indeed, he maintained, it may even save lives. There is great depth to his words. Most certainly a child who is struggling academically will face challenges emotionally, socially, and psychologically. Self-esteem erodes in the face of such constant strain. Frustration sets in when a student is trying yet still failing, which can eventually lead to rebellious and deviant behavior. Tragically, individual lives can fall through the cracks when the real problem at the root of a child’s struggles goes unrecognized.” (Page 92)

Chapter 8: A VISION FOR LEARNING

“With 25 percent of children affected by a vision problem that is impeding their ability to learn, many of these children wind up in special education programs. In some cases, children are shipped out of district to special schools, costing the district even more money for transportation.” (Page 130)

“Of course, since vision problems do more than impact children academically, these challenges can take an emotional toll and spiral into behavioral problems resulting from low self-esteem. Beyond needing help with learning as they struggle in school, children then also need support from guidance counselors, school social workers, and psychologists for emotional problems that are secondary symptoms.” (Page 130)

“Dr. Press contends, ‘Whether we are talking about AD/HD, poor school performance, autism, or concussions, we are still coming back to the same bottleneck because we’re using the 1800s model of evaluating children for visual problems. As a result, they are going unrecognized and kids are falling through the cracks,’ he further emphasizes.” (Page 135)

17. Describe the type of data your software collects and exports 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.

GLD-Vision collects the following data for each student that is screened:

- a) Name of the student
- b) Date of birth of the student
- c) Grade of the student
- d) Teacher of the student
- e) Status of the student’s corrective lenses at time of screening
- f) Student ID of the student (optional but required for paperless reporting)
- g) Gender of the student (optional)
- h) The ethnicity of the student (optional)
- i) Date and time of vision screening
- j) Result of vision screening
- k) Confirmation of electronic retrieval of vision report by parent or guardian
- l) School Name, Zip Code, Phone Number
- m) District Name, Zip Code, Phone Number
- n) Screener name, phone number, email address



The GLD-Vision system logs user “entry” into the website but does not log user activity within the system. The system does not facilitate exporting data and only authorized users, as established, and controlled by the system administrator, can view vision screening results. For example, the district’s system administrator of GLD-Vision can establish a user who may only conduct vision screenings, limit at which schools they can conduct screenings, and prevent any access to the vision screening results. Most importantly, no individual outside of the district has access to the vision screening results conducted by the district.

COPPA does not apply to the GLD-Vision system as the website does not directly receive text or personal information from any student. All input into the system is provided via the authorized screener or by the system administrator. In other words, the student is never asked to enter information into the website during screening process or beyond.

GLD-Vision complies with **HIPAA** and **FERPA** by employing bank-grade, bi-lateral encryption to ensure that only authorized users have access to vision screening results. The physical servers on which the data is stored are physically guarded in environmentally controlled locations supplied by redundant, independent power providers and the servers employ both hardware & software level encryption. Further, the website prevents exposure by disallowing access via “developer tools”.

Retrieval of screening results by parents & guardians requires that they authenticate themselves by providing unique identifiable information that only they would know. More specifically, to retrieve the vision screening result, the parent or guardian must provide the following:

- a) First initial of the student
- b) Last initial of the student
- c) Date of birth of the student
- d) Student ID of the student as issued by their school
- e) A unique School ID that the school provides the parents & guardians.

18. How does your solution work for young children, non-verbal children, and other students with special needs?

The GLD-Vision program is well-suited to screen the vision of students four years of age and older, non-verbal, and those with special needs.

The GLD-Vision screening solution has successfully screened the vision of tens of thousands of students with special needs and or non-verbal students. Most students with special needs simply participate in the vision screening process as would those students that do not have special needs.

For any student unable to reliably articulate the mouse to match the visual content presented, a response panel is placed in front of the student. The student points to the shape on the response panel matching what they see on the computer screen and the screener inputs that response into the system on the student's behalf.



19. Will your system accommodate testing and reporting in multiple languages? If so, please list them.

Yes.

The GLD-Vision system does provide screening instructions, reporting, and the user interface in the following 11 languages: Arabic, English, Filipino, French, German, Haitian Creole, Hindi, Italian, Japanese, Portuguese, and Spanish.

Customer Training and Support (25 Points)

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

Good-Lite offers a variety of options for training customers.

These options are as follows:

- a) Training videos and user manual integrated into the GLD-Vision product. These resources are available at any time upon logging into the system. (at no additional cost)
- b) Live and recorded video webinars. (at no additional cost)
- c) Online webinars for groups of participants (cost included in pricing schedule)
- d) Individual one-on-one remote training sessions (cost included in pricing schedule)

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

In addition to the resources described in response to Question 20 above, Good-Lite sends periodic emails to all registered users of the GLD-Vision screening product. These emails offer specific information about updates to the GLD-Vision system, scheduled maintenance impacting availability of the system, address frequently asked questions, and solicit feedback from users.

Beyond the periodic emails, customers have the following options available:

- a) Within the GLD-Vision system, there is a "Feedback" button that facilitates convenient correspondence directly with Good-Lite.
- b) Customers may reach out to Good-Lite for technical assistance telephonically or via email.

To facilitate support, Good-Lite may schedule remote sessions to provide live technical support services.

22. What are the requirements for screeners? What kind of certification/training do they need to administer screenings?

The GLD-Vision screening system does not require specific certification of screeners. Screeners will be required to have completed training on the platform's use.



Good-Lite is in the process of establishing a process where screeners will be certified once they have completed training, thereby ensuring that they will be able to provide the screening service without interruption if they are transferred in a school district/system.

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

Good-Lite guarantees an uptime of 99% of the GLD-Vision system during normal business hours in each user's geographic area.

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

If the GLD-Vision system is not available due to SERVER DOWNTIME during normal business hours in a user's geographic area AND causes the need for the user to RESCHEDULE vision screenings, the customer is compensated 10% of the cost of vision screenings scheduled for the duration of the server downtime. Downtime caused by ANY event other than downtime of Good-Lite servers exclusively are excluded.

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

Normal support response time is 24 hours conducted via email or telephonically. Emergency support is 4 hours conducted via email, telephonically or remote support session.

Qualifications and Experience (15 Points)

26. What data supports your program's ability to accurately diagnose a wide range of vision disorders including visual acuity, color vision, and depth perception? What is the average percentage of students tested that receive a diagnosis? What percentage of student diagnoses are confirmed by an eye care specialist when students are referred?

The GLD-Vision system is based upon medically validated assessment protocols of EyeSpy 2020 and EyeSpy2.0 as described in Question 27 below.

In a National Institute of Health study, it was determined "EyeSpy screening results using a patch were not significantly different than those of a professional examination"

In addition to independent medical validation, these protocols have been utilized to assess the visual acuity, color vision, and depth perception in nearly 3 million students.

The average percentage of students screened with GLD-Vision that are referred for further evaluation by an eye care professional is 22.5%.

The GLD-Vision system does not collect information about whether any student receives further evaluation or the resultant diagnosis, if any. Anecdotally, schools have reported an increase in follow-up compliance by parents and guardians due to the ease of result retrieval, clarity of information, multi-lingual reporting, and



insights provided to schools regarding which parents and guardians have seen the results and which have not. Further, nurses report, again anecdotally, that 'virtually every' student that does receive further evaluation by an eye care professional are prescribed corrective lenses or other treatment.

27. Has your solution been certified or validated by a medically recognized organization in the field of vision care?

Yes. All assessment protocols have been independently medically validated by the Storm Eye Institute at the Medical University of South Carolina and Mid-Western College of Optometry. Both studies have been published in Journal of AAPOS and Ophthalmology, respectively. In addition, the technology has been recognized by the Vision Screening Committee of AAPOS as well as Prevent Blindness. It is important to note that no organization in the field of vision care endorses or certifies any vision screening solution. These organizations only specify recommendations regarding use of specific optotypes and referral criteria. GLD-Vision screening program fully adheres to the guidelines.

28. 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, Contact Name and Title, City and State, Phone Number, Years Serviced, Description of Services. Annual Volume

1.	Entity Name: Magnolia Independent School District (ISD) Contact Name and Title: Dr. Todd Stephens, Superintendent City and State: Magnolia, TX Phone Number: 281.356.3571 Years Serviced: 4 Description of Services: Vision Screening Annual Volume: 4500
2.	Entity Name: Abilene Independent School District (ISD) Contact Name and Title: Dr. David Young, Superintendent City and State: Abilene, TX Phone Number: 325.677.1444 Years Serviced: 1 Description of Services: Vision Screening Pilot Demonstration Annual Volume: 300
3.	Entity Name: Beatrice Mayes Institute Contact Name and Title: Christopher Mayes, Chief Executive Officer City and State: Houston, TX Phone Number: 713.747.5629 Years Serviced: 1 Description of Services: Vision Screening Pilot Demonstration Annual Volume: 500



29. 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.

Organization	Contact Number
N/A	

30. 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

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

N/A

32. **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.

***If the 3rd box is checked a detailed explanation of the names and convictions must be attached.**

Ease of Use (10 Points)

33. 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.

Navigate here to a video demonstrating the products functionality and ease-of-use:
<https://www.good-lite-global.com/region-10>

We have also created a sample/demonstration account for evaluation. The information required to access the account is as follows:

Site address: <http://students.vision>
 Username: reg10demo@gmail.com
 Password: **regx2023**

Please note the password is case sensitive. There is no actual medical or personal information contained within this demonstration account. All data contained within this demonstration account is for illustrative purposes only.



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.

1. Uploading of Screening Roster – This service will support the administrative process of uploading the complete testing roster of students ensuring timely accurate and immediate availability for screening.

2. BLINQ™ Technology and the LEA® Core Testing System

With the BLINQ™ technology and the LEA® Core Testing system, schools can address Pre-K children to both monitor a child's vision development and detect any potential vision problems.

BLINQ™ is a solution for children up to age 3. Industry policies for early childhood, pre-school and school entry vision screening are designed to confirm a child's normal visual development or timely identify if a child is suffering from "functional impairments" that can lead to permanent vision loss. Most notably amblyopia, strabismus, and other ocular diseases. "Functional testing" is now available and can be conducted in a few seconds with the first and only device FDA cleared to detect amblyopia and strabismus. With unprecedented accuracy, Rebion's BLINQ™ vision scanner helps front-line screening staff confidently identify children who are unable to achieve binocular fixation.

With the LEA® Core Testing System, 0 to 5-year-old children can also be assessed. Lea Hyvärinen, MD, Ph.D., has created numerous vision assessment and screening products since designing her LEA SYMBOLS® (apple, house, circle, square) in 1976. Over time, individualized eye chart variations using LEA SYMBOLS® were created for various vision screening programs. Dr. Hyvärinen has a list of core products that she designed or prefers to use in her work. LEA® Core Testing System is the gold standard for pediatric vision assessment worldwide.



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.

Please refer to file named **RFP 2023-18_Attachment A - Pricing**

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.

- All discounts provided in pricing sheet

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.

None



Appendix C: VENDOR CONTRACT AND SIGNATURE FORM



Appendix C: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of August 1, 2023, by and between Good-Lite Digital Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Special Education 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.

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	Good-Lite Digital
Address	8911 N Capital of Texas Hwy, Suite 4200
City/State/Zip	Austin, TX 78759
Telephone No.	815-252-1225
Email address	chris@good-lite.com
Printed name	Chris Greening
Position with company	President
Authorized signature	

Term of contract September 1, 2023 to August 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

Aug 16, 2023

Date

Dr. Rickey Williams
Print Name

EdTech Exchange Contract Number ET231801

Appendix D: ADDITIONAL REQUIRED DOCUMENTS



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 Non-Discrimination Against Firearm Industry Certification
- DOC #10 Resident Certification
- DOC #11 Federal Funds Certification Form

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #12 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: Good-Lite Digital Inc.

Title of Authorized Representative: President

Mailing Address: 8911 N Capital of Texas Highway, Suite 4200, Austin TX 78759

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: Good-Lite Digital Inc.

Title of Authorized Representative: President

Mailing Address: 8911 N Capital of Texas Hwy, Suite 4200, Austin, TX 78759

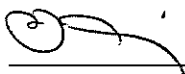
Signature: 

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

08/01/2023
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

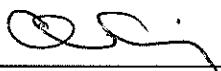
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons 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.

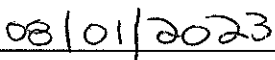
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

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



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 Good-Lite Digital Inc.

ADDRESS 8911 N Capital of Texas Hwy, Suite 4200

Austin, TX 78759

PHONE 847.841.1145

FAX 888.362.2576

RESPONDANT



Signature

Chris Greening

Printed Name

President

Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

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.)

Good-Lite Digital	8911 N Capital of Texas Hwy, Suite 4200	
Company Name	Address	
Austin	Texas	78738
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? C.G.

(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? C.G.

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

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

Does vendor agree? C.G.

(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 determination 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? C.G.

(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? C.G.

(Initials of Authorized Representative)

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

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? C. G.
(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? C. G.
(Initials of Authorized Representative)

8. Debarment and Suspension:

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

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

Does vendor agree? C. G.
(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? C.G.

(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? C.G.

(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? C.G.

(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? C.G.

(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? C.G.

(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.

Does vendor agree? C. G.

(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.

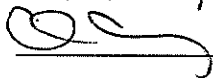
Does vendor agree? C. G.

(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.

Good-Lite Digital Inc.

Company Name ,



Signature of Authorized Company Official

Chris Greening

Printed Name

President

Title

08/01/2023

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](https://www.edcuration.com).
- ☐ We would like to discuss listing requirements with EdCuration.

Appendix E: OPEN RECORDS POLICY ACKNOWLEDGEMENT 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.

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.

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:

- (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.)

- (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).)*

Authorized Signature & Title