

EdTech Exchange Contract Information Sheet

Contract Information

Awarded Vendor:	Infobase Holdings, Inc.
Contract Number:	ET221811
Effective Date:	January 1, 2023
Initial Term Expiration Date:	December 31, 2023
Renewable Through:	December 31, 2027

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

RFP Process Information

RFP Number:	RFP 2022-18
RFP Title:	Instruction Materials and Services Software
Dates Advertised:	October 24 & 31, 2022
# of Vendors that Requested RFP:	114
Questions Due:	November 11, 2022
Public Bid Opening Date and Time:	November 21, 2022, 3:00 pm
CT # of Responses Submitted:	36
Number of Awarded Vendors:	21
Date of Board Approval:	December 16, 2022

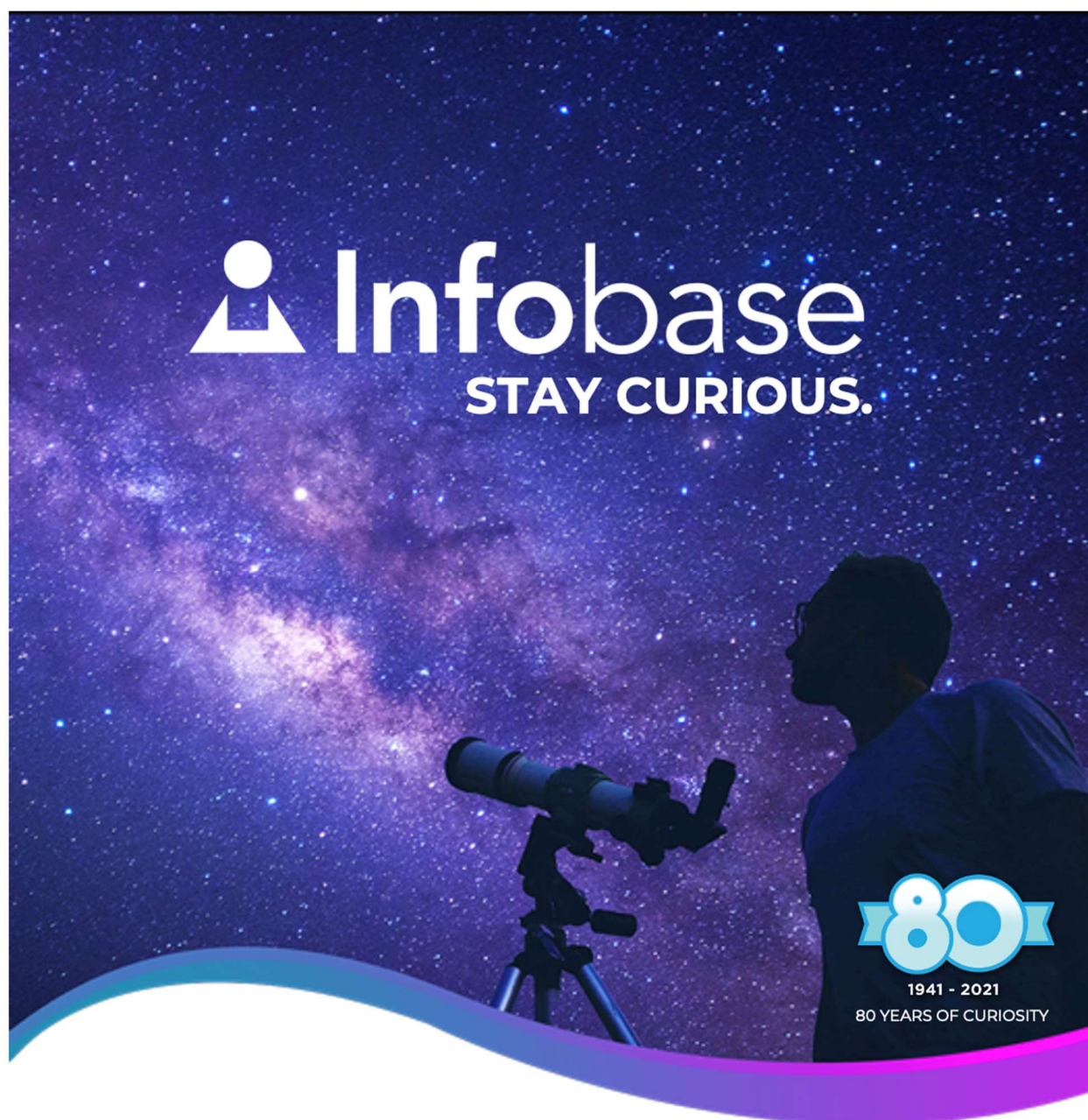
Evaluation Criteria, as Set Forth in the RFP

Pricing (30 Points)
Alignment with Region 10 Mission (20 Points)
Software Reliability (10 Points)
Customer Training and Support (20 Points)
Qualifications and Experience (10 Points)
Ease of Use (10 Points)

Justification for Award to Multiple Respondents

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

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



EDUCATION SERVICE CENTER, REGION 10

RFP #2022-18

INSTRUCTION MATERIALS AND SERVICES SOFTWARE

Empowering you to discover your world
and continuously pursue your fullest potential.

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Cover Letter

RFP #2022-18 Instructional Materials and Services Software	
Mr. Clint Pechacek, Purchasing Consultant	Nancy Grandinetti, RFP Manager
Education Service Center, Region 10	Infobase Holdings, Inc.
400 East Spring Valley, Rd Richardson, TX 75081	132 West 31st Street – 16th Floor, New York, NY 10001
972-348-1184	800-322-8755 Ext: 4250
pechacek@region10.org	bids@infobase.com

Dear Mr. Pechacek,

Infobase Holdings, Inc. (Infobase) is pleased to submit our response to RFP #2022-18 Instructional Materials and Services Software.

For more than 80 years, Infobase has created and curated exceptional content for school districts, public libraries, and higher education institutions. We employ more than 168 professionals and staff dedicated to building EdTech instructional materials and facilitating information literacy development. Our training framework and platform are expertly curated by Infobase content experts to provide robust detailed content. ESC Region 10's dedicated Infobase Team includes Tami Solum, Business Development Executive and Carter Cook, Customer Success Manager. Our exceptional implementation and support services get your administrators, trainers, and staff off to a great start and continue to provide unmatched support through our experienced network, support outreach, training, communication, and technical support to ensure program usage and timely response to all inquiries.

Our award-winning products and services span personal and professional development for staff, team building, technology, and general audience interests. Content stems from world-class partnerships and proprietary sole-source content delivered through a secure training database—including unlimited access for all your staff—providing quick learning segments through extensive skills mastery pathways all delivered at a level unique to each user's interest and education level.

We look forward to the opportunity to partner with the administrators, staff, and member districts at ESC Region 10.

Sincerely,



Nancy Grandinetti, RFP Manager
Infobase Holdings, Inc.

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

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

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

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

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

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

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

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

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

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

11/17/22

Date

Nancy Grandinetti RFP Manager
Authorized Signature & Title

Appendix A: QUESTIONNAIRE

COMPANY PROFILE

1. What is your company's official registered name? [Infobase Holdings, Inc](#)
2. Please provide the main contact for questions and notifications regarding this RFP, including name, title, direct phone line, and email.
[Nancy Grandinetti](#)
RFP Manager, K12
Office: 212.896.4250
Mobile: 815.790.8974
Email: bids@infobase.com
3. What is/are your corporate office location(s)? [Infobase has one \(1\) primary office at 132 W. 31st, Floor 16, New York, NY 10001. Infobase is a hybrid/office/remote organization. Most employees work remotely.](#)
4. Please provide a brief history of your company, including the year it was established.
[We here at Infobase, along with our content contributors and partners, are a community of learning professionals who are proactive and fearless in our curiosity.](#)

[We serve learners and job seekers of all ages and stages in their educational development. We are proud to partner extensively in Texas through our work with your members, members of other ESCs, TSLAC, and individual districts and schools, as well as colleges, universities, public libraries, corporations, and institutions across the state.](#)

[We are an essential digital resource in the lives of instructors and learners, delivering improved personalization, increased efficiency, and better learning outcomes. Our proposal for RFP 2022-18 for Instruction Materials and Services Software includes all our research databases - reference, streaming video, and subject area - learning platforms, and college and career engagement solutions. We offer the solutions as à la carte subscriptions or bundles through the following main curated solutions:](#)

Education for Everyone

Each educational solution is designed for learning progression, providing the learner with self-paced learning topics and assessments as a microlearning segment or deeper educational course pathway. Our scaffold approach offers maximum flexibility for trainers and educators to be front-facing with the learner, with the confidence that Infobase content and platforms are trustworthy, consistent, inclusive, and secure—and grow with the learner's increased knowledge. For the varying educational settings and needs of the Region 10 ESC and the transient nature of some learners from one facility to another, the consistency of how the content and platforms are accessed helps the learner keep learning confidently.

Our platform solutions may be deployed directly to the learner through our secure in-browser online platforms and integrated with any LMS or LTI feed you may have. This is particularly handy if you operate with an intranet security layer.

Share trusted content across your institution with our flexible platform

- Integrate content directly into courses, or teach with content that is citable and exciting
- Use a comprehensive, curriculum-focused video subscription providing unlimited access to thousands of videos
- Enhance the research experience through authoritative reference content and a one-exploratory-search platform
- Discover hundreds of searchable, full-text titles from the world's foremost publishers
- Benefit from the seamless integration of federated search results from your library's licensed e-resources, leading students directly to more profound subject-focused research and maximizing usage and awareness of your entire library

We know how to help you get the most out of your educational goals.

We excel at white-glove service and support, curating curriculum tools and innovative content throughout our educational partnership with you and your learning communities. We partner with you in creating game-changing marketing and training programs to provide immediate impact and sustained value throughout the lifetime use of our educational solutions.

We safeguard your learners and their data.

We provide safe and secure platforms with trusted fact-based content through our original expert editorial content and partnerships with hundreds of the top publishers and content experts worldwide.

We provide usage measures and reports to analyze current and future needs.

We facilitate assessment, analytical reporting, and administrative management to measure learning outcomes and learner competencies.

Since 1941, for over 80 years, Infobase has created and curated exceptional content for educators, librarians, and learners across the globe. We are proud of our rich history in publishing, from supplying facts on the set of *Jeopardy!*, to the newsroom with Walter Cronkite, to the bookshelves of the Oval Office. Infobase brands such as **Facts On File**, **Credo**, **Films On Demand**, **Learn360**, **The Learning Cloud**, **The World Almanac® for Kids**, **Vault Law**, **Firsthand**, **The Mailbox®**, **CareerEco Virtual Events**, and many others have long since been trusted resources in the lives of journalists, presidents, teachers, and career seekers just like you!

Today, we are an educational solutions provider that facilitates the connection between content, people, and learning experiences that empower you to evolve personally and professionally throughout life.

Serving Millions of Learners Annually

We serve millions of learners and educators worldwide each year, working with statewide systems, regional centers, large districts, and major academic institutions (such as educational consortia, individual schools, libraries and corporations, health centers, and law firms).



30,000+

customers
trust Infobase



650

universities
rely on Infobase
content



1,000+

corporations
recruit and brand
with Infobase



70 MILLION

learners utilize Infobase
content and teaching
strategies

Partnering and Learning Together

One of the privileges of partnering with our worldwide educational customers is their feedback. Their feedback gives us unique insights into how they creatively use our content and platforms within their structured curriculum and classroom settings. Many use our multimedia streaming video collections, virtual field trips, activities, eBooks, and other resources as asynchronous, supplemental research support that provides *edutainment* and sparks curiosity. From preschool to employment, prepare your students to apply skills and knowledge effectively and rapidly to a changing world.

Infobase creates and curates reliable educational resources and digital tools through cloud-based media and learning platforms to suit the needs of your learners.

Infobase Community

We are an essential digital resource in the lives of instructors and learners, delivering improved personalization, increased efficiency, and better learning outcomes for the following audiences:

K–12 Schools & Districts

Infobase creates and curates reliable educational resources and digital tools through cloud-based media and learning platforms to suit the needs of your learners. Discover how Infobase can support your schools and districts.

Higher Education

Prepare your students to apply skills and knowledge effectively and rapidly to a changing world. Discover how Infobase can support your institution.

Public Libraries

Give your patrons the tools and media they need to broaden their horizons, improve needed skills, and become better citizens of the world. Discover how Infobase can support your library

Corporations

We offer corporations the tools and content solutions they need to become more informed participants in their learning environments, classrooms, and society. Discover how Infobase can support your business.

Security and Integration

Infobase has experience deploying secure, authorized access platforms with curated content and subject collections at the institutional level. Your education and programming staff may tailor learning situations to fit a cohort of learners or the entire institution. We have experience providing the content directly through our secure in-platform solutions and integrating with your LMS platforms to further align with your need for security and custom educational models.

5. What are your total annual sales for last three (3) years?
\$165,000,000
6. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?
- ☒ Yes
- ☐ No

Infobase has a Diversity/EEO hiring guideline plan and we work with several MBE partners, such as Quantilus Innovations and Abacas Accounting.

a. If the answer is yes, do you plan to offer your program or partnership through EdTech Exchange?

☒ Yes

☐ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

b. Will the products accessible through your diversity program or partnership be offered to EdTech Exchange members at the same pricing offered by your company?

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

☒ Yes

☐ 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.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE ☐ Yes ☒ No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE ☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB ☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone ☐ Yes ☒ No

List certifying agency: _____

f. Other Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No

List certifying agency: _____

Pricing

8. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

☒ Yes

☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

9. Does pricing submitted include the required administrative fee?

☒ Yes

☐ No

10. Define your standard terms of payment.

Net 30 Days

Alignment to Region 10 Mission

11. What instruction material and/or services does your software offer? In particular, identify the subject matter and grade levels your software covers.

Infobase covers all the core subjects and grade-level educational teaching tools for K-12 education - <https://infobase.com/products-k-12-schools-and-districts/>

We cover thought leadership categories spanning multimedia curriculum, Streamable learning, streaming video, reference databases, and digital literacy, language learning and upskilling/college/career readiness training courseware:

COLLEGE & CAREER READINESS	https://infobase.com/college-career-readiness/
CRITICAL THINKING & INFORMATION LITERACY	https://infobase.com/critical-thinking-information-literacy/
MULTIDISCIPLINARY & CROSS-CURRICULAR SOLUTIONS	https://infobase.com/multidisciplinary-cross-curricular/
STEM	https://infobase.com/stem/
SUBJECT DATABASES	https://infobase.com/subject-databases/
TRANSPARENT LANGUAGE ONLINE	https://infobase.com/products/transparent-language-online/

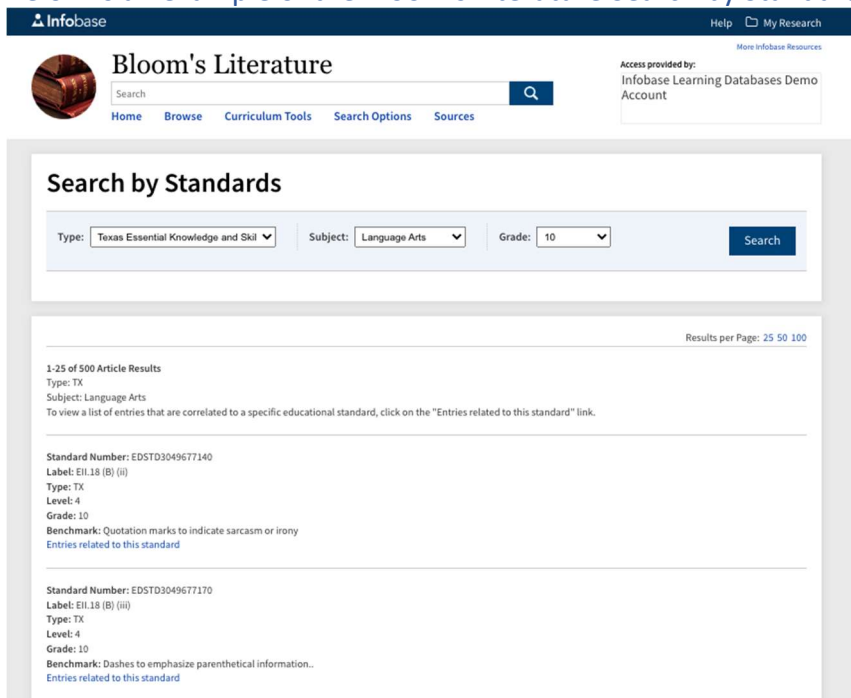
Infobase also includes Teacher resources and student tools such as citation, download, read-aloud to maximize comprehension.

Blogs	https://infobase.com/blog/
Case Studies	https://infobase.com/resources-library/? sft_media_type=case-studies
College and Career Readiness Toolkit	https://infobase.com/toolkits/college-career-readiness-toolkit/
Infobase at Conferences and Events	https://infobase.com/conferences-and-events/
Infobase's Diversity Toolkit	https://infobase.com/toolkits/diversity-toolkit/
Infobase's Information Literacy Toolkit	https://infobase.com/toolkits/information-literacy-toolkit/
Infobase's Instructional Strategies Toolkit	https://infobase.com/toolkits/instructional-strategies-toolkit/
Infobase's SEL Toolkit	https://infobase.com/toolkits/sel-toolkit/
Resource Toolkits	https://infobase.com/toolkits/
Webinars - Prerecorded	https://infobase.com/resources-library/? sft_media_type=webinar
Webinars - Upcoming	https://infobase.com/webinar-upcoming/
White Papers	https://infobase.com/resources-library/? sft_media_type=whitepapers

12. How is your software aligned to Texas and other state standards?


The Infobase resources include a Search by Standards Option which allows users to search for information aligned with the Texas State Standards - Texas Essential Knowledge and Skills (TEKS).

Below is an example of the Bloom's Literature Search by Standards Option:



The screenshot shows the Infobase website header with the logo and navigation links. Below the header is the "Bloom's Literature" section with a search bar and a "Search" button. The search results are displayed under the heading "Search by Standards". The search criteria are: Type: Texas Essential Knowledge and Skill, Subject: Language Arts, Grade: 10. The results show 1-25 of 500 Article Results. The first result is for Standard Number: EDSTD3049677140, Label: ELI.18 (B) (ii), Type: TX, Level: 4, Grade: 10. The benchmark is: Quotation marks to indicate sarcasm or irony. The second result is for Standard Number: EDSTD3049677170, Label: ELI.18 (B) (iii), Type: TX, Level: 4, Grade: 10. The benchmark is: Dashes to emphasize parenthetical information.


[Help](#)
[My Research](#)



Bloom's Literature

Literary Technique

[Home](#)
[Browse](#)
[Curriculum Tools](#)
[Search Options](#)
[Sources](#)

Access provided by:
Infobase Learning Databases Demo Account

[Back to Search Results](#)

Letters for Literary Ladies

[Save](#)
[Print](#)
[Share](#)
[Download](#)
[Citation](#)
[Read Aloud](#)
[Save to Drive](#)

[Highlighting](#)

This was the first published work by the Anglo-Irish novelist Maria Edgeworth and is a plea for reform in women's education. Edgeworth, aged 27 in 1795, came from a cultivated and highly educated family. Her father, Richard Lovell Edgeworth, had a keen interest in education (he was an admirer of Jean-Jacques Rousseau and Anna Laetitia Barbauld) and had encouraged his obviously intelligent daughter to immerse herself in works of literature and history. Under her father's eye, Maria began a translation of a French text, *Félicité de Genlis's* fictionalized educational work *Adèle et Théodore* (1782), with a view to publishing it. However, this project proved short-lived after a family friend and man of letters, Thomas Day, managed to persuade Mr. Edgeworth that authorship was an unseemly activity for a young woman. The increasing number of women writers emerging at this time—not all of them free from the whiff of scandal—seems to have been partly responsible for this view. This moratorium on Maria's literary activities remained until Day's death in 1789.

Letters for *Literary Ladies* is a witty response to this ban on literary activity. If she cannot write or even procure herself an education, Edgeworth asks, what is a young woman to do? The discussion takes the form of letters between two gentlemen in which they debate (among other things) "the habits and virtues essential to the perfection of the female character" (1). The first gentleman believes that educating women too highly is wrong because it will encourage her to become a "literary lady" and thus neglect womanly (domestic) duties; such a woman will not make a good wife and mother. Edgeworth's other gentleman offers his own defence of educated women: "Do not, my dear Sir, call me 'a champion for the rights of women' ... I am more anxious for their happiness than ambitious to enter into a metaphysical discussion of their rights.... (29) "I do not desire to make my daughter a musician, a painter, or a poetess; I do not desire to make her a botanist, a mathematician, or a chemist; but I wish to give her the habit of industry and attention, the love of knowledge and the power of reasoning; these will enable her to attend to excellence in any pursuit of science" (20).

Record Information

From: Encyclopedia of Literary Romanticism, Second Edition
Series: Literary Movements
By: Julie Hardgreaves
Published: 2014 [Last updated: 2017]
Record Type: Overview or Synopsis
Date: 1795

Tags

[A Vindication of the Rights of Woman](#)
[Anna Laetitia Barbauld](#)
[Gentleman](#)
[Literature](#)
[Maria Edgeworth](#)
[Mary Wollstonecraft](#)
[Protoliteism](#)
[Thomas Day](#)
[Women's writing in English](#)

13. What security protocols are in place to ensure the safe transmission of information being shared through your products and services?

Infobase products and services are hosted on Amazon Cloud Web Services (A.W.S.).

Infobase follows best practices from NIST 800-53 and ISO 27001 standards and methodology for information security and integrity. School information is limited to what is used to administer the subscription content, such as school name, address, and contact info.

The staff information stored relates to the users and their roles only. Staff information falls into our policies about student security and data collection commitments.

Infobase Holdings, Inc. follows the current Educational Institutions and Schools guidelines for the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), as outlined as follows:

If you are an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, the Company acknowledges that for the purposes of the Policy, the Company is a "school official" with "legitimate educational interests" in the educational records (and the personal information therein) that you provide to us, as those terms have been defined under FERPA and its implementing regulations, and the Company agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Notwithstanding the foregoing, you hereby understand and agree that the Company may possess limited or no contact information for your students and students' parents, and therefore you will be responsible for obtaining any parental consent for any authorized user's use of our services that may be required by applicable law and to convey notification on behalf of the Company to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of educational records (and the personal information therein) in the Company's possession as may be required under applicable law.

O.C.A. (Office of the Chief Architect) is the acting Chief Information Security Officer (CISO); the O.C.A. has previously served in this role. O.C.A. is responsible for all incidents. The O.C.A. forms a response team with membership based on the type of incident.

Vendors and their security compliance are reviewed in the vendor selection process and can be dependent on the level of risk and data access. Major factors in the initial and periodic reviews are:

- Vendors' formal security programs in place.
- Data protection/encryption when in transit.
- Active practices to prevent breaches.

Infobase uses multiple services to ensure our system and vendor connections are secure and undergo security testing via Quarterly Scans from www.qualys.com. We also use the A.W.S. suite to monitor our services and logs for malicious traffic.

All code and changes require formal review and Q/A before making their way into the engineering process and their eventual addition to the live resource.

Our hosting is provided through Amazon Web Services (A.W.S.) and is all based in the U.S. with full redundancy and failover hardware and software. The Web Servers are backed up nightly to the cloud, and SQL servers run a backup twice a day to the local server and the cloud at night. All backups are encrypted.

Infobase has taken the pledge to safeguard student privacy and is listed on the [Student Privacy Pledge Signatory page](#). We pledge to carry out responsible stewardship and appropriate use of student personal information according to the commitments below and in adherence to all laws applicable to us as school service providers. We commit to the following:

- Not collect, maintain, use, or share student personal information beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.
- Not sell student personal information.
- Not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.
- Not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.
- Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution/agency or the parent/student when the information is collected directly from the student with student/parent consent) and allowing them choices before data are used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.
- Not knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes or as authorized by the parent/student.
- Infobase shall collect, use, share, and retain student personal information only for purposes for which we were authorized by the educational institution/agency, teacher, or the parent/student.
- Infobase shall disclose clearly in contracts or privacy policies, including in a manner easy for parents to understand, what types of student personal information we collect if any, and the purposes for which the information we maintain is used or shared with third parties.
- Infobase shall support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected from the student with student/parent consent.
- Infobase shall maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks—such as preventing unauthorized access or use, or unintended or inappropriate disclosure using administrative, technological, and physical safeguards appropriate to the sensitivity of the information.
- Infobase shall require that our vendors with whom student personal information is shared to deliver the educational service, if any, are obligated to implement these commitments for the given student personal information.

- Infobase shall allow a successor entity to maintain the student personal information in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student's personal information.

14. Please provide any studies or proven test cases that demonstrate how well your software achieves the goal of improving student comprehension and success or assisting teachers.

Case Study - Hawaiian Middle School Leverages Streaming Media for Personalized Instruction and Highly Productive, Self-Directed Learning: Case Study

<https://infobase.com/resources/hawaiian-middle-school-leverages-streaming-media-for-personalized-instruction-and-highly-productive-self-directed-learning-case-study/>

All Infobase Educational Solutions follow Scaffolding and Instructional Design:

Scaffolding - works well with young adults and adult learners providing the instructor interaction with the learner and a self-paced and/or instructor-led course of study. Content is delivered in learning segments, full modules, topic centers, searchable articles, and primary documents.

Backward Design - Understanding by Design or Backward Design is when the subject matter expert starts with the course outcomes first. The learning outcomes are the knowledge and skills we want the learner to have learned when they leave the product. The backward design (Understanding by Design) framework suggests that course designers should consider the learning outcomes and how they will be assessed before considering teaching the content.

We work with subject matter experts and thought leaders to design and develop research-based topic centers, learning modules, and DBQ-based assignments that promote critical thinking skills, student understanding and engagement, and subject mastery. All materials include relevant sources, original documents, bibliographic references, and citations.

Software Reliability

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

All Infobase Holdings resources are web-based SaaS. Data consistency and concurrency of experience are guaranteed throughout. Resource platform(s) will be available 24/7/365 with greater than 98% uptime over a 12-month period.

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

Resource platform(s) will be available 24/7/365 with greater than 98% uptime over a 12-month period. In the event our SLA uptimes are not met Infobase will work with the customer to extend renewal access to compensate downtime.

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

Infobase will make help desk, telephone, e-mail, and chat support available to the customer in accordance with the hours and response times set forth in the table below.

Priority	Definition	Response Targets
P1	Urgent: Infobase Service is not available or not operational for all end users. Urgent issues should always include a CC the Infobase Support Manager at: rtelemaque@infobase.com .	An initial response from Infobase Product Support within two (2) hours of the customer's submission to Infobase support during regular support hours. Due to the impact of a P1 issue on all customers. Infobase will make its best effort to resolve and restore service within 24 hours. If unable to restore service within 24 hours, Infobase will notify the customer of the situation, and continue to notify them with regular updates until resolved. Infobase will perform an RCA (root cause analysis) report and share it with affected customers
P2	Critical: Infobase Service is available but has a major functional loss that impedes the use of Infobase by end-users. Critical issues should always include a CC to the Infobase Support Manager at: rtelemaque@infobase.com .	An initial response from Infobase Product Support within four (4) hours of customer's submission to Infobase support during regular support hours. Due to the impact of a P2 issue on all customers, Infobase will make its best effort to resolve and restore service within 3 business days. If unable to 1 INFOBASE HOLDINGS, INC.SERVICE LEVEL AGREEMENT - 2022INFOBASE.COM restore service within 3 business days, Infobase will notify the customer of the situation, and continue to notify them with regular updates until resolved. Infobase will perform an RCA (root cause analysis) report and share it with affected customers.
P3	Important: Infobase Service is available without major functional loss but affects performance or user quality, or a suitable workaround can be employed.	An initial response from Infobase Product Support within one (1) business day of customers' submission to Infobase support during regular support hours. Due to the impact of a P3 issue on all customers, Infobase will make its best effort to prioritize the work necessary as quickly as possible.
P4	Minor: Infobase Service has cosmetic or other errors that do not affect the performance or stability of the Infobase Service	Initial response within two (2) business days of case submission to Infobase Product Support during regular support hours. The customer will be updated on an as-needed basis. All questions on product use will be updated within 48 hours of case submission to Infobase Product Support.

18. Describe any integrations your software can provide with other platforms.

Blackboard (Embed Code, TI link and/or Record URL via Product; Canvas (Native Canvas Application, Direct Integration (LTI); Moodle (Native Moodle Application, Direct Integration); Schoology (Native Schoology Application, Direct Integration LTI); Brightspace D2L (Direct Integration LTI); ItsLearning (Direct Integration LTI); Google Classroom (Direct Integration LTI); Safari Montage (Thin CC LTI)

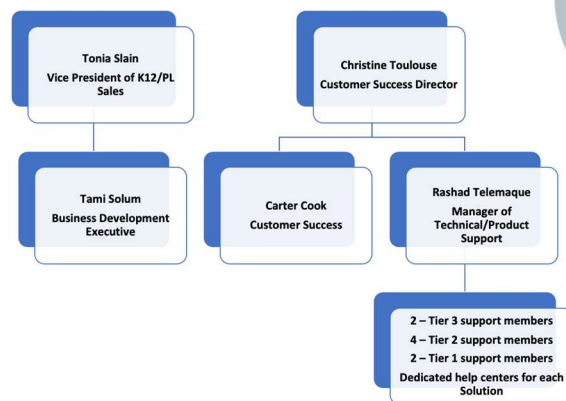
Customer Training and Support

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

Users can reach our Texas Customer Service and Technical Support team toll-free at 1-800-322-8755. We provide email, live chat, web-based product support centers, and phone support. The team is staffed Monday - Friday, 8 am-6 pm ET. Support is handled by professional US-Based help desk staff in a variety of ways based on the type of issue and product. Users can expect a response within 24 business hours but typically see a response time under 3 hours.

In addition to the Product Support Team, all users have access to product-specific Help Centers, which include self-help resources. ZenDesk Help Center support site does not require login for end users. Support materials include FAQ, user documentation, short how-to videos, webinar playback, blogs, and support ticketing options

- <https://support.infobaselearning.com/index.php?/Databases>



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

Infobase offers a combination of on-site and online training opportunities throughout the year to all customers, including but not limited to product walkthroughs, demonstrations, service-specific training, Professional Development sessions, and more. Leveraging PowerPoint presentations, fact sheets, live virtual walkthroughs, and recorded webinars, in addition to other methods we pick up as we continue to grow, allows us to meet the needs of each session effectively.

You will have a dedicated customer success manager focused on collaborating with you on the scope and program for each session, so it is customized to fit the needs of the individual location or group at the time of scheduling the event. Time of the year, testing, specific subject/service, audience, and degree of familiarity with the service(s) are all factors considered when preparing to interact with your schools, educators, colleagues, and intended audiences.

Training the trainers is an integral theme in our approach to supporting Infobase's subscribers.

Live Product Support Site with current support in the form of Archived Webinars, Help Articles, Quick Start Guides, and direct contact with the Digital Support Department at <http://support.infobase.com/>

Infobase strives to support our customers in the most efficient and productive means. As such, we provide a variety of scenarios to best fit the needs and schedules of those individuals seeking timely highlights, useful instruction, and regular updates.

Proposed timeline for implementation.

- Upon awarding the contract, your dedicated Infobase team, including your Business Development Executive, Customer Success Manager, Trainer, Manager of Product Support, and other key Infobase contacts, will set up an onboarding and training schedule with your team to discuss expectations, goals, and timelines to fully complete setup and pre-launch training up to two weeks before go-live/cutover date.
- Typical implementation takes 1–2 weeks, with the final onboarding schedule set up in the launch meeting with the administration. A sample implementation roadmap image follows:

Infobase Resource Implementation Timeline



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

Infobase will provide multiple support options to ESC 10 and its constituents at many levels. At the consortium level, Infobase will conduct regular meetings with key stakeholders from both the Infobase and ESC 10 sides to ensure that ESC 10 has the support they need to achieve goals and support ongoing resource implementation needs. During these meetings, we will discuss product changes, upcoming roadmap items, training needs, marketing needs, and any other updates that either group has to share. These meetings will typically be held virtually but could periodically be facilitated in person by our Texas-based Infobase team supporting ESC 10. In addition to a dedicated Business Development Executive and Customer Success Manager, ESC 10 has direct access to the Vice President of Customer Success and Support and the Manager of Product Support for any support issue escalation needs. This support team will also keep ESC 10 apprised of any anticipated downtime or issues impacting ESC 10 users.

All users of the resources will have access to the Infobase Product Support team for any questions or issues that may arise. Users can reach them via email at support@infobase.com or by calling 1-800-322-8755. Many of our products also have live chat support features enabled directly inside the products as well. The team is staffed Monday - Friday, 8 am-6 pm ET.

Support is handled by professional US-Based help desk staff in a variety of ways based on the type of issue and product. Users can expect a response within 24 business hours but typically see a response time under 3 hours.

In addition to the Product Support Team, all users have access to product-specific Help Centers, which include self-help resources. ZenDesk Help Center support site does not require login for end users. Support materials include FAQ, user documentation, short how-to videos, webinar playback, blogs, and support ticketing options

- <https://support.infobaselearning.com/index.php?/Databases>

If support beyond Tier 1 - basic questions and troubleshooting is needed - Tier 2 or Tier 3 support will step in to resolve issues. These individuals can escalate issues within our product development team as needed.

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

Executive Contact

Contact Person: [Tonia Slain](#)

Title: [Vice President of Sales](#)

Company: [Infobase Holdings, Inc.](#)

Address: [132 W 31st, Floor 16](#)

City: [New York](#)

State: NY Zip: [10001](#)

Phone: [800-322-8755](#)

Fax: [800-678-3633](#)

Email: tslain@infobase.com

Tonia Slain, Vice President of Sales

Tonia brings 17 years of experience in the K12 school market focusing on providing high-quality materials to schools and libraries in the US. Tonia's previous history includes instructional materials that represent CORE, supplemental, professional development, and libraries. As the Infobase Vice President of Sales, Tonia supports the growth of our clients by ensuring Infobase continues to provide materials for students and staff that elevate the whole student and positions each individual for success in their life. Tonia holds a bachelor's degree in Business from Indiana University, Bloomington, and lives in Chicago, IL.

Account Manager / Sales Lead

Contact Person: [Tami Solum](#)

Title: [Business Development Executive](#)

Company: [Infobase Holdings, Inc.](#)

Address: [132 W 31st, Floor 16](#)

City: [New York](#)

State: NY Zip: [10001](#)

Phone: [800-322-8755](#)

Fax: [800-678-3633](#)

Email: tsolum@infobase.com

Tami Solum, Business Development Executive

Tami Solum has 30 plus years of experience in the K to 12 Ed Tech working mostly with library automation (Winnebago Software, Sagebrush Inc, Innovative Interfaces Inc and Follett School Solutions). As the Infobase Business Development Executive in Texas, Tami is focused on partnering with school districts for innovative solutions to support all students and educators. Prior to joining Infobase, Tami was with Follett School Solutions supporting Texas and Oklahoma working with the Destiny Library and Resource Manager Solution and other services. Tami has had roles in technical support, training, implementation, management, and sales in the past 30 years with a focus on customer success in all her past roles. Tami holds a bachelor's degree in Elementary Education from Mankato State University in Minnesota and lives in Gonzales Texas.

Contract Management (if different than the Sales Lead)

Contact Person: Nancy Grandinetti

Title: RFP Manager

Company: Infobase Holdings, Inc.

Address: 132 W 31st, Floor 16

City: New York

State: NY Zip: 10001

Phone: 800-322-8755

Fax: 800-678-3633

Email: bids@infobase.com

Nancy Grandinetti, RFP Manager

Nancy has been with Infobase since 2021 and has worked in the K12 space since 1997 assisting K12 schools and districts across the country. She is responsible for responding to all K12 and public library solicitations for Infobase Holdings, Inc. She has previously worked at Follett School Solutions, and Xanadu Publishing, answering RFPs and as a Sales Executive. She loves creating new relationships and partnering with customers. She is passionate about learning, uncovering unique customer needs and partnering with them to provide solutions that help further student success!

Billing & Reporting/Accounts PayableContact Person: [Kari Houle](#)Title: [Vice President of Customer Success and Support](#)Company: [Infobase Holdings, Inc.](#)Address: [132 W 31st, Floor 16](#)City: [New York](#)State: NY Zip: [10001](#)Phone: [800-322-8755](#)Fax: [800-678-3633](#)Email: khoule@infobase.com**Kari Houle, VP of Customer Success, and Customer Support**

Kari Houle is the VP of Customer Success and Support, overseeing the global customer success and support teams. She Has been working with K12, Higher Education, Library, and corporate institutions on their onboarding and ongoing support of technology resources almost 10 years. Has successfully managed many large implementations including statewide implementations, the largest school districts across the country and entire college and university systems. Kari has spent almost 10 years collaborating with customers on technology resource integration across all markets, focusing primarily on Higher Education and K12 Education space. 25 years in total of experience relating to leadership, customer success and customer support.

MarketingContact Person: Amanda SheaTitle: Sr. Vice President of MarketingCompany: Infobase Holdings, Inc.Address: 132 W 31st, Floor 16City: New YorkState: NY Zip: 10001Phone: 800-322-8755Fax: 800-678-3633Email: ashea@infobase.com

23. Provide a minimum of three (3) K-12 education customer references for product and/or services of similar scope dating within the past 3 years. Higher Education references are also acceptable. Provide the following information for each reference:

Clear Creek Independent School DistrictSuzy Ferrell, Director of Library and Media – suferrell@ccisd.net

281-284-0124

1111 W. 6th Street

Austin, TX 78703

Active services related to this proposal include Infobase Reference Database Solutions Since 2015

Corpus Christi Independent School DistrictCary Perales, Director of Instructional Technology – cary.perales@ccisd.us

361-695-7200

801 Leopard Street

Corpus Christi, TX 78403

Active services related to this proposal include Infobase Learning Cloud since 2015

DISCUS - South Carolina State LibraryPatricia Sinclair, Electronic Resources Coordinator - psinclair@statelibrary.sc.gov

803-734-8851

PO Box 11469

Columbia, SC 29211

Active services related to this proposal include Credo Reference – First Contracted 2012 to present

Broward County Public Schools

LoriAyn Stickler, Project Manager, Technology, and Instruction -

loriayn.stickler@browardschools.com

754-321-1873

Accounting & Financial Reporting Department, ATTN: Accounts Payable

Fort Lauderdale, FL 33301

Infobase Learning Cloud - First contracted: 2001

Oklahoma City School District

Eric Hileman, Instructional Technology Director - eshileman@okcps.org

405-587-0067

PO Box 36609

Oklahoma City, OK 73136

Infobase Learning Cloud - First contracted: 2015

24. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

TSLAC/TexQuest/TexSelect	306-22-0222	5/2023
ESC 1	VLC RFP 22-AGENCY-000093	6/2025
ESC 2	RFP22-23-6F00	3/2023
ESC 7	ICAT2022	12/2022
Massachusetts Higher Education Consortium (MHEC) MC14-L51		9/2023
ERIE 1 BOCES	RFP22-SEL MLSA	6/2025
Connecticut Library Cooperative (CLC) E101-MLSA		6/2025
State of Arizona Library	CTR057660	10/2023

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

Infobase provided implementation and continues to provide support and additional training to DISCUS - South Carolina State Library. Please see the reference information included above.

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

Infobase has not been involved in any litigation, bankruptcy, or reorganization.

27. Felony Conviction Notice – Please check applicable box:

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

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

Ease of Use

28. Please provide log-in information for a sample account for the evaluation team to use to evaluate the ease of use of your proposed solution and/or a video submitted as a separate file in the Bonfire portal. Mp4 files are preferred for video submissions and should contain a simple demonstration of how customers would use your solution. Video submission may not be longer than 10 minutes long.

ESC REGION 10 - INFOBASE TRIAL ACCESS CREDENTIALS

Start Date: 11/21/2022 End Date: 1/5/2023

Log in URL: <http://online.infobaselearning.com/Direct.aspx?aid=146815&pid=WE00>

Username: 1012032-user

Password: digital

Resources Available in Trial:**Infobase Reference Databases**

Infobase History Bundle
Bloom's Literature Online
Ferguson's Career Guidance Center
Health Reference Center
Issues & Controversies
Issues & Controversies in History
The Mailbox
Polling the Nations
Science Online
Today's Science
The World Almanac for Kids
The Work Almanac for Kids – Elementary
World Culture & Geography
World News Digest
World Religions
Writers Reference Center

Infobase Video Streaming Services

Classroom Video On Demand – Master Curriculum Collection
Classroom Video On Demand – Career & Tech Ed Collection
Feature Films for Education
World Cinema Collection

Trials for the following Infobase Resources are available upon request:

- Infobase Learning Cloud,
- Transparent Language Online,
- Credo Source Reference

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 or listed as free in the Pricing Attachment will be considered to be offered through any resulting contract.

All Infobase Resources are available to Region ESC 10 K12 members except Learn360 K12 Streaming Media Collection since it is currently available through TSLAC/TexQuest to all members.

Content Solutions Available For Region ESC 10 K12 members:

Product Line	Page Title	New Site URL
Reference Database	African-American History	https://www.infobase.com/products/african-american-history/
Reference Database	American History	https://www.infobase.com/products/american-history/
Reference Database	American Indian History	https://www.infobase.com/products/american-indian-history/
Reference Database	Ancient and Medieval History	https://www.infobase.com/products/ancient-and-medieval-history/
Reference Database	<i>Bloom's Literature</i>	https://www.infobase.com/products/blooms-literature/
Reference Database	Chelsea House Biographies	https://www.infobase.com/products/chelsea-house-biographies/
Reference Database	Health Reference Center	https://www.infobase.com/products/health-reference-center/
Reference Database	<i>Issues & Controversies</i>	https://www.infobase.com/products/issues-controversies/
Reference Database	Issues & Controversies in History	https://www.infobase.com/products/issues-controversies-in-history/
Reference Database	Modern World History	https://www.infobase.com/products/modern-world-history/
Reference Database	Polling the Nations	https://www.infobase.com/products/polling-the-nations/
Reference Database	Science Online	https://www.infobase.com/products/science-online/
Reference Database	Today's Science	https://www.infobase.com/products/todays-science/
Reference Database	World Geography and Culture	https://www.infobase.com/products/world-geography-culture/
Reference Database	World News Digest	https://www.infobase.com/products/world-news-digest/
Reference Database	World Religions	https://www.infobase.com/products/world-religions/
Reference Database	Writer's Reference Center	https://www.infobase.com/products/writers-reference-center/
Credo	Source Reference	https://www.infobase.com/products/source-reference/
Reference Database	History Research Center	https://www.infobase.com/products/american-history/
Reference Database	<i>The Mailbox® School & District</i>	https://www.infobase.com/products/the-mailbox/
Reference Database	<i>The World Almanac® for Kids</i>	https://www.infobase.com/products/world-almanac-for-kids/
Reference Database	<i>The World Almanac® for Kids Elementary</i>	https://www.infobase.com/products/world-almanac-for-kids-elementary/
Streaming Video	Allied Health Video Collection	https://www.infobase.com/products/allied-health-collection/
Streaming Video	World Cinema Collection	https://www.infobase.com/products/world-cinema-collection/
Streaming Video	Career & Tech Education Collection	https://www.infobase.com/products/classroom-video-career-technical-education/
Streaming Video	Master Collection	https://www.infobase.com/products/classroom-video-master-curriculum-collection/

Streaming Video	Streamable Learning	https://infobase.com/product/streamable-learning/
eBooks	Middle-High School eBook Subscription	https://www.infobase.com/products/middle-high-school-ebook-collection/
Learning Cloud	Professional Development & Training Solutions	https://www.infobase.com/platforms/learning-cloud
Learning Cloud	Transparent Language Online	https://infobase.com/products/transparent-language-online/

Complimentary Resource Tools Always Available for Region ESC Members:

Resource Library	Blogs	https://infobase.com/blog/
Resource Library	Case Studies	https://infobase.com/resources-library/? sft_media_type=case-studies
Resource Library	College and Career Readiness Toolkit	https://infobase.com/toolkits/college-career-readiness-toolkit/
Resource Library	Infobase at Conferences and Events	https://infobase.com/conferences-and-events/
Resource Library	Infobase's Diversity Toolkit	https://infobase.com/toolkits/diversity-toolkit/
Resource Library	Infobase's Information Literacy Toolkit	https://infobase.com/toolkits/information-literacy-toolkit/
Resource Library	Infobase's Instructional Strategies Toolkit	https://infobase.com/toolkits/instructional-strategies-toolkit/
Resource Library	Infobase's SEL Toolkit	https://infobase.com/toolkits/sel-toolkit/
Resource Library	Resource Toolkits	https://infobase.com/toolkits/
Resource Library	Webinars - Prerecorded	https://infobase.com/resources-library/? sft_media_type=webinar
Resource Library	Webinars - Upcoming	https://infobase.com/webinar-upcoming/
Resource Library	White Papers	https://infobase.com/resources-library/? sft_media_type=whitepapers



RFP 2022-18 for Instruction Materials and Services Software Appendix B - Pricing

Infobase Online Resources

Price Schedule

Product	Level	List Price <250 FTE	ESC 10 Members Price <250 FTE	List Price 251- 500 FTE	ESC 10 Members Price 251- 500 FTE	List Price 501- 1,000 FTE	ESC 10 Members Price 501- 1,000 FTE	List Price 1,001-1,500 FTE	ESC 10 Members Price 1,001- 1,500 FTE	List Price 1,501-2,000+ FTE	ESC 10 Members Price 1,501- 2,000+ FTE
Careers											
Ferguson's Career Guidance*	M/HS	\$ 651	\$ 625	\$ 760	\$ 730	\$ 977	\$ 938	\$ 1,195	\$ 1,147	\$ 1,358	\$ 1,304
Current Issues											
Issues & Controversies*	M/HS	\$ 651	\$ 625	\$ 760	\$ 730	\$ 977	\$ 938	\$ 1,195	\$ 1,147	\$ 1,358	\$ 1,304
World News Digest*	M/HS	\$ 651	\$ 625	\$ 760	\$ 730	\$ 977	\$ 938	\$ 1,195	\$ 1,147	\$ 1,358	\$ 1,304
General Reference											
CREDO Source Reference*	M/HS	\$ 651	\$ 625	\$ 760	\$ 730	\$ 977	\$ 938	\$ 1,195	\$ 1,147	\$ 1,358	\$ 1,304
Polling the Nations*	M/HS	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043
The Mailbox Plus*	Elem -PreK-6	\$ 651	\$ 625	\$ 760	\$ 730	\$ 977	\$ 938	\$ 1,086	\$ 1,043	\$ 1,195	\$ 1,147
The World Almanac for Kids - Elementary*	Elem	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043
The World Almanac for Kids*	Inter/MS	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043
Geography											
World Geography and Culture*	M/HS	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043
Health											
Health Reference Center*	M/HS	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043
History Resources											
American History*	M/HS	\$ 651	\$ 625	\$ 868	\$ 833	\$ 977	\$ 938	\$ 1,195	\$ 1,147	\$ 1,412	\$ 1,356
African-American History*	M/HS	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043
American -Indian History*	M/HS	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043
Ancient & Medieval History*	M/HS	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043
Modern World History*	M/HS	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043
History BUNDLE - Includes all 5 History Databases	M/HS	\$ 1,670	\$ 1,603	\$ 2,127	\$ 2,042	\$ 2,659	\$ 2,553	\$ 3,572	\$ 3,429	\$ 4,029	\$ 3,868
Issues & Controversies in History*	M/HS	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043



RFP 2022-18 for Instruction Materials and Services Software Appendix B - Pricing

Infobase Online Resources

Price Schedule

Product	Level	List Price <250 FTE	ESC 10 Members Price <250 FTE	List Price 251- 500 FTE	ESC 10 Members Price 251- 500 FTE	List Price 501- 1,000 FTE	ESC 10 Members Price 501- 1,000 FTE	List Price 1,001-1,500 FTE	ESC 10 Members Price 1,001- 1,500 FTE	List Price 1,501-2,000+ FTE	ESC 10 Members Price 1,501- 2,000+ FTE
Literature and Writing											
Bloom's Literature Online*	M/HS	\$ 651	\$ 625	\$ 760	\$ 722	\$ 977	\$ 938	\$ 1,195	\$ 1,147	\$ 1,358	\$ 1,304
Writer's Reference Center*	M/HS	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043
Religion											
World Religions Online*	M/HS	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043
Science											
Science Online*	M/HS	\$ 651	\$ 625	\$ 760	\$ 730	\$ 977	\$ 938	\$ 1,195	\$ 1,147	\$ 1,358	\$ 1,304
Today's Science*	M/HS	\$ 434	\$ 417	\$ 542	\$ 520	\$ 705	\$ 677	\$ 977	\$ 938	\$ 1,086	\$ 1,043
eBook Subscription											
Middle/HS eBook Subscription*	M/HS	\$ 651	\$ 625	\$ 868	\$ 833	\$ 1,086	\$ 1,043	\$ 1,140	\$ 1,094	\$ 1,303	\$ 1,251
Multimedia Resources											
Streamable Learning (Stand Alone)*											
	K-12	\$ 699	\$ 671	\$ 999	\$ 959	\$ 1,199	\$ 1,151	\$ 1,599	\$ 1,535	\$ 2,049	\$ 1,967
Streaming Video Resources											
Classroom Video On Demand Master Collection*	M/HS	\$ 651	\$ 625	\$ 868	\$ 833	\$ 1,082	\$ 1,039	\$ 1,140	\$ 1,094	\$ 1,303	\$ 1,251
Classroom Video On Demand -Career and Tech Ed	M/HS	\$ 434	\$ 417	\$ 651	\$ 625	\$ 868	\$ 833	\$ 977	\$ 938	\$ 1,086	\$ 1,043
Classroom Video On Demand BUNDLE - Includes	M/HS	\$ 868	\$ 833	\$ 1,216	\$ 1,167	\$ 1,560	\$ 1,498	\$ 1,694	\$ 1,626	\$ 1,911	\$ 1,835
Feature Films Collection*	M/HS	\$ 760	\$ 730	\$ 760	\$ 730	\$ 868	\$ 833	\$ 868	\$ 833	\$ 1,086	\$ 1,043
Feature Films Collection (<i>includes \$250 Platform Fee</i>)*	M/HS	\$ 1,098	\$ 1,054	\$ 1,032	\$ 991	\$ 1,118	\$ 1,073	\$ 1,118	\$ 1,073	\$ 1,336	\$ 1,283
World Cinema Collection*	M/HS/AP	\$ 434	\$ 417	\$ 542	\$ 520	\$ 651	\$ 625	\$ 868	\$ 833	\$ 977	\$ 938



RFP 2022-18 for Instruction Materials and Services Software Appendix B - Pricing

Infobase Online Resources

Price Schedule

Product	Level	List Price <250 FTE	ESC 10 Members Price 0-250 FTE	List Price <500 FTE	ESC 10 Members Price <500 FTE	List Price <1000 FTE	ESC 10 Members Price <1000FTE	List Price <2000FTE	ESC 10 Members <2000 FTE	List Price <3500FTE	ESC 10 Members <3500FTE
Language Learning											
Transparent Language Learning Program**	PK-12	\$ 1,500	\$ 1,440	\$ 2,500	\$ 2,400	\$ 3,500	\$ 3,360	\$ 6,000	\$ 5,760	\$ 8,000	\$ 7,680
		List Price <5000FTE	ESC 10 Members Price <5000FTE	List Price <7500FTE	ESC 10 Members Price <7500FTE	List Price <10,000 FTE	ESC 10 Members Price <10,000 FTE	List Price <12,500FTE	ESC 10 Members Price <12,500FTE	List Price <15,000FTE	ESC 10 Members Price <15,000FTE
Transparent Language Learning Program**	PK-12	\$ 10,500	\$ 10,080	\$ 12,750	\$ 12,240	\$ 14,500	\$ 13,920	\$ 16,000	\$ 15,360	\$ 17,500	\$ 16,800
		List Price <17,500FTE	ESC 10 Members Price <17,500FTE	List Price <20,000FTE	ESC 10 Members Price <20,000FTE	List Price <25,000FTE	ESC 10 Members Price <25,000FTE	List Price <30,000FTE	ESC 10 Members Price <30,000FTE	List Price <30,001FTE	
Transparent Language Learning Program**	PK-12	\$ 18,375	\$ 17,640	\$ 20,250	\$ 19,440	\$ 22,500	\$ 21,600	\$ 24,500	\$ 23,520	Request	

* Pricing is based upon Student full time enrollemt (FTE)

**Streamable Learning and Transparent Language pricing is based upon student+ teacher full time enrollment (FTE)

Multi Database Discount Schedule	251-500 FTE	501-1,000	1,001-1,500	1,501-2,000+
3 Databases	9%	9%	9%	9%
4 Databases	14%	14%	14%	14%
5 Databases	19%	19%	19%	19%
6+ Databases	24%	24%	24%	24%

Appendix C: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of 11-21-2022, by and between Infobase Holdings, Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Instruction Materials and Services 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 Non-Performance or Contractor Deficiency: Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - Providing material that does not meet the specifications of the contract;
 - Providing work and/or material that was not awarded under the contract;
 - Failing to adequately perform the services set forth in the scope of work and specifications;
 - Failing to complete required work or furnish required materials within a reasonable amount of time;
 - Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 10 ESC or participating member prior to such work
- 5.2. 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. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.3. Delivery/Service Failures: 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.
- 5.4. 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.

- 5.5. Standard Cancellation: Region 10 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide 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 Fulfiler 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 1% 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.

Additional administrative fees may be negotiated if awarded vendor and Region 10 ESC mutually agree to additional partnership elements. Any additional partnership elements and additional fees will be outlined in a contract amendment mutually agreed and signed by both parties.

- 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 as well as an EdTech Exchange partnership logo for use online.
- 9.7. The awarded vendor will also receive a 10% discount on registration for EdTech Exchange-related events. When revenue shared with Region 10 exceeds \$5,000, vendor will be able to reserve rooms in the Region 10 Spring Valley or Abrams Conference Center twice a year for vendor events to educate/train/demonstrate the awarded vendor's product, subject to availability. Region 10 ESC will also offer a 50% discount on registration and booking fees at this contract volume for EdTech Exchange-related events.

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.

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	Infobase Holdings, Inc.
Address	132 West 31st St., 16th Floor,
City/State/Zip	New York, NY 10001
Telephone No.	800.322.8755
Fax No.	212.313.9443
Email address	bids@infobase.com
Printed name	Nancy Grandinetti
Position with company	RFP Manager
Authorized signature	<i>Nancy Grandinetti</i>

Term of contract January 1, 2023 to December 31, 2023

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

1/18/23

Date

Jim Newhouse

Print Name

EdTech Exchange Contract Number ET221811

Appendix D: ADDITIONAL REQUIRED DOCUMENTS

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

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #11 General Terms & Conditions and Acceptance Form

DOC #1 CLEAN AIR AND WATER ACT

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

Potential Vendor: Infobase Holdings, Inc.

Title of Authorized Representative: RFP Manager

Mailing Address: 132 West 31st. St., 16th Floor, New York, NY 10001

Signature: *Nancy Grandinetti*

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: Infobase Holdings, Inc.

Title of Authorized Representative: RFP Manager

Mailing Address: 132 West 31st. St., 16th Floor, New York, NY 10001

Signature: *Nancy Grandinetti*

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.

Nancy Grandinetti
Signature of Respondent

11/21/2022
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.

Nancy Grandinetti

Signature of Respondent

11/21/2022

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 Infobase Holdings, Inc.

ADDRESS 132 West 31st. St., 16th Floor,

New York, NY 10001

PHONE 800.322.8755

FAX 212.313.9443

RESPONDANT

Nancy Grandinetti
Signature

Nancy Grandinetti
Printed Name

RFP Manager
Position with Company

AUTHORIZING OFFICIAL

James Housley
Signature

James Housley
Printed Name

Chief Financial Officer
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.)

Infobase Holdings, Inc.	132 West 31st. St., 16th Floor	
Company Name	Address	
New York,	NY	10001
City	State	Zip

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, if applicable, 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? NG
(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? NG
(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? NG
(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

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

Does vendor agree? NG
(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? NG
(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? NG
(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? NG
(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? NG
(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? NG
(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? NG
(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? NG
(Initials of Authorized Representative)

12. 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? NG
(Initials of Authorized Representative)

13. 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? NG
(Initials of Authorized Representative)

14. 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? NG
(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.

Infobase Holdings, Inc.

Company Name

Nancy Grandinetti

Signature of Authorized Company Official

Nancy Grandinetti

Printed Name

RFP Manager

Title

11/21/2022

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.)