



**MASTER SERVICES AGREEMENT #2025-007**  
**Library Books & Print Periodicals**

**THIS MASTER SERVICES AGREEMENT** (“**Agreement**”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments** (“**NCTCOG**”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

**Just Right Reader, Inc.**  
 (“**Contractor**”)  
with offices located at  
**5473 Blair Rd, Ste 100**  
**Dallas TX 75231**

**ARTICLE I**  
**RETENTION OF THE CONTRACTOR**

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Executive Search Consulting and Related Services, (hereinafter, “Services”) to governmental entities participating in the TXShare program (hereinafter “Participating Entities”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2025-007 (hereinafter, “RFP”). In the event of a conflict between this Agreement and the RFP, this Agreement will prevail. The Contractor demonstrated they have the resources, experience, and qualifications to perform the services described, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II**  
**SCOPE OF SERVICES**

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes, or any new Services until a Purchase Order has been duly executed by the Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute

a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

## 2.5 NCTCOG Obligations

2.5.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).

## 2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

## 2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of the RFP.

2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.

2.7.3 Contractor agrees to market and promotes the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base, such as, but not limited to via the Contractor's website. Contractor shall agree to follow reporting requirements and report sales made under this Master Services Agreement in accordance with Section 4.2.

## ARTICLE III TERM

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **January 31, 2027** (the "Term"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to three additional years, through **January 31, 2030**.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

3.2.1 Termination for Cause: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

#### **ARTICLE IV COMPENSATION**

4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity in accordance with billing terms as stated in Appendix A for each Scope of Service. If billing terms are not specified for a particular Scope of Service, then the Contractor will submit an invoice to the Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms.

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG  
ATTN: TXShare  
PO Box 5888  
Arlington, TX 76005-5888  
Email: [TXShare@nctcog.org](mailto:TXShare@nctcog.org)

#### **ARTICLE V SERVICE FEE**

5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.

5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractors and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.

5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXShare purchasing program.

**ARTICLE VI  
RELATIONSHIP BETWEEN THE PARTIES**

6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

**ARTICLE VII  
REPRESENTATION AND WARRANTIES**

7.1 **Representations and Warranties.** Contractor represents and warrants that:

7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;

7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.

7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.

7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.

7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

**ARTICLE VIII  
CONFIDENTIAL INFORMATION AND OWNERSHIP**

8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on

disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG’s Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

**8.2 Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor’s invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

**ARTICLE IX  
GENERAL PROVISIONS**

9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

9.2

If to NCTCOG:

North Central Texas Council of Governments  
P.O. Box 5888  
Arlington, TX 76005-5888  
Attn: Charlie Oberrender  
(817) 695-9289  
[coberrender@nctcog.org](mailto:coberrender@nctcog.org)

If to Contractor:

**Just Right Reader, Inc.**  
**Attn: Julianne DeMartino**  
**5473 Blair Rd, Ste 100 PMB 98000**  
**Dallas TX 75231**  
**(877) 415-7323**  
[submissions@justrightreader.com](mailto:submissions@justrightreader.com)

Contractor’s sales contact (if different from above):

**Name:** Brittney Fillmore

**Email:** schools@justrightreader.com

**Phone:** 877-415-7323

The above contact information may be modified without requiring an amendment to the Agreement.

9.3 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

9.4 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

9.5 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.6 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements:

Workers' Compensation:

Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability with NCTCOG endorsed as a Named Additional Insured.

Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

Shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

Business Auto Liability with NCTCOG endorsed as a Named Additional Insured.

Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

- 9.5 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.6 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.7 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.8 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

## ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.



**10.9 Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.

**10.10 Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

**10.11 Civil Rights Compliance**

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor’s noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter such litigation to protect the interests of the United States.

**10.12 Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color,*

*national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

### 10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### 10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

**10.15 House Bill 89 Certification**

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

**10.16 Certification Regarding Disclosure of Conflict of Interest.**

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

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code. Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

**10.17 Certification of Fair Business Practices**

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

**10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

10.19 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

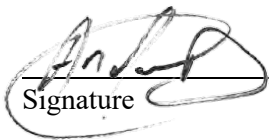
10.20 **Discrimination Against Firearms Entities or Firearms Trade Associations**  
Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.21 **Boycotting of Certain Energy Companies**  
Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 **Domestic Preference**  
As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Just Right Reader, Inc.**

**North Central Texas Council of Governments**

  
Signature \_\_\_\_\_  
01/23/2025  
Date

Signed by:  
  
Mike Eastland  
A4E72C1BEE0F426  
1/27/2025  
Signature \_\_\_\_\_  
Date

Andrew Brandess  
Printed Name

Chief Operating Officer  
Title

R. Michael Eastland  
Executive Director

**APPENDIX A**  
**Statement of Work**

## TAB B - Key Personnel

Staff Member	Education	Roles/Responsibilities
<p><b>Andrew Brandess</b> COO <a href="#">Resume</a></p>	<p><b>Master of Science Degree</b> Resource and Agricultural Economics</p>	<p>Supply Chain Oversight</p>
<p><b>Nick Cowden</b> Director of Supply Chain <a href="#">Resume</a></p>	<p><b>Degree</b></p>	<p>Supply Chain Lead</p>
<p><b>Brittney Fillmore</b> Director of School Partnerships <a href="#">Resume</a></p>	<p><b>Master of Education</b> Curriculum</p>	<p>Manages Partnership Managers and Texas Contracts</p>
<p><b>Maria Mota</b> Partnership Manager <a href="#">Resume</a></p>	<p><b>Master's Degree</b> Spanish Linguistics / Literature</p>	<p>District and Cooperative Point of Contact for Texas Partnerships</p>

## TAB C - References

Partner	Contact Information	Scope of Services
<p>Dallas ISD, TX</p>	<p><b>Marelenise Phillips-Roberts</b>  <i>Multi-Tiered Systems of Support (MTSS) Director</i>                      972-925-6759                      mroberts@dallasisd.org</p>	<ul style="list-style-type: none"> <li>• 16 bundles of the Pre-Emergent to 5th Grade Classroom Literacy Resources</li> <li>• 5,500 research-backed Just Right Reader Literacy Resources</li> </ul>
<p>Sheldon ISD, TX</p>	<p><b>Tacarra Williams</b>  <i>Director of Federal Programs</i>                      281-727-2096                      tacarrawilliams@sheldonisd.com</p>	<ul style="list-style-type: none"> <li>• Take-Everywhere Literacy Packs™ for all K - 2 classrooms</li> </ul>
<p>Huntsville ISD, TX</p>	<p><b>Shanna Hollis</b>  <i>District Academic Coach</i>                      936- 435-6300                      sjhollis@huntsville-isd.org</p>	<ul style="list-style-type: none"> <li>• Take-Everywhere Decodable Packs™ for grades K - 2</li> <li>• Classroom Literacy Resources for all K - 2 classrooms</li> </ul>
<p>Duval County Public Schools, FL</p>	<p><b>Dr. Brandie Berry, Ed.D.</b>  <i>Director of K-12 Literacy</i>                      904-348-7857                      berryB@duvalschools.org</p>	<ul style="list-style-type: none"> <li>• Literacy Grant Initiative</li> <li>• 50 Board Book Libraries</li> <li>• Nine (9) rounds of Multi-grade Take-Everywhere Literacy Packs™</li> </ul>
<p>Hillsborough County Public Schools, FL</p>	<p><b>Tracie Bergman</b>  <i>Assistant Superintendent of Curriculum and Instruction with a Literacy Focus</i>                      813-272-4936                      tracie.bergman@hcps.net</p>	<ul style="list-style-type: none"> <li>• 5,340 English literacy resources to help keep students' reading skills sharp over the summer</li> <li>• 1,965 for 1st grade</li> <li>• 1,695 for 2nd grade</li> <li>• 1,080 for 3rd grade</li> <li>• 300 Spanish literacy resources each for 1st and 2nd grades, ensuring bilingual support for young readers.</li> </ul>
<p>Fulton County Schools, GA</p>	<p><b>Cliff Jones</b>  <i>Chief Academic Officer</i>                      470-254-4578                      jonesc1@fultonschools.org</p>	<ul style="list-style-type: none"> <li>• 4,750 Multigrade English Science of Reading Take-Everywhere Literacy Packs™ in multiple rounds to support literacy in 11 turnaround schools.</li> <li>• 69 Pre-emergent, 94 Kindergarten, 142 1st Grade, 187 2nd Grade, and 2 High-Interest (3rd-5th Grade) literacy resource libraries.</li> <li>• Science of Reading Pilot Program in six schools, reaching 25 students per school</li> </ul>

## TAB D - Project-Related Experience and Qualifications

### **5.2.1 Provide a general explanation of your company leadership and how the client care team will interface with the Customer team personnel.**

Just Right Reader is led by a team of experienced educators and literacy advocates dedicated to enhancing reading instruction. The company was founded by Sara Rich, who serves as the CEO. With over 20 years of experience as a principal specializing in reading and literacy development, Sara has trained teachers and principals across more than 35 states. Her commitment to making reading fun and accessible for all students, combined with our leadership team's extensive experience and passion for literacy, is central to our mission to **do whatever it takes to accelerate student achievement and create joyful reading opportunities for students, families, and teachers.**

Our client care team works closely with customer team personnel, utilizing a collaborative and customized implementation plan to ensure a smooth and efficient experience for all. This comprehensive, customer-focused approach enables us to meet each partner's specific needs while maintaining the highest service standards.

A dedicated Partnership Manager (PM) will serve as the primary point of contact, collaborating with the customer team to develop a customized implementation plan outlining key milestones, timelines, and deliverables. The PM will manage the onboarding process and provide regular updates to maintain alignment with contract goals, fostering open communication and a feedback loop for continuous monitoring and improvement.

### **5.2.2 Any goods or services not outlined in the Scope of Work that you wish to offer.**

As an alternative to shelf-ready books, Just Right Reader offers a comprehensive catalog of literacy resources that our partners can purchase, allowing them to choose from a variety of options to best meet their needs:

- **Just Right Reader Board Books™:** Durable, engaging books designed for young readers, focusing on early literacy development with interactive elements to help build foundational skills. Perfect for hands-on learning in classrooms or at home.
- **Just Right Reader Take-Everywhere Literacy Packs™:** Portable, customized literacy texts with phonics lessons for in-class and home learning.
- **Just Right Reader Newcomer Literacy Program:** Designed to support English Language Learners with tailored reading instruction and phonics support.
- **Just Right Reader Literacy Resources:** Structured phonics-based materials for classroom use, focusing on reading fluency and comprehension.
- **Just Right Reader Classroom Libraries:** Features high-interest fiction and non-fiction books, accessible to early readers and English Language Learners, supporting engagement and literacy development.



**5.2.3 Any major requirements of the RFP that cannot be met by your firm?**

Just Right Reader can meet all major requirements of the RFP as they relate to our alternative to shelf-ready books.

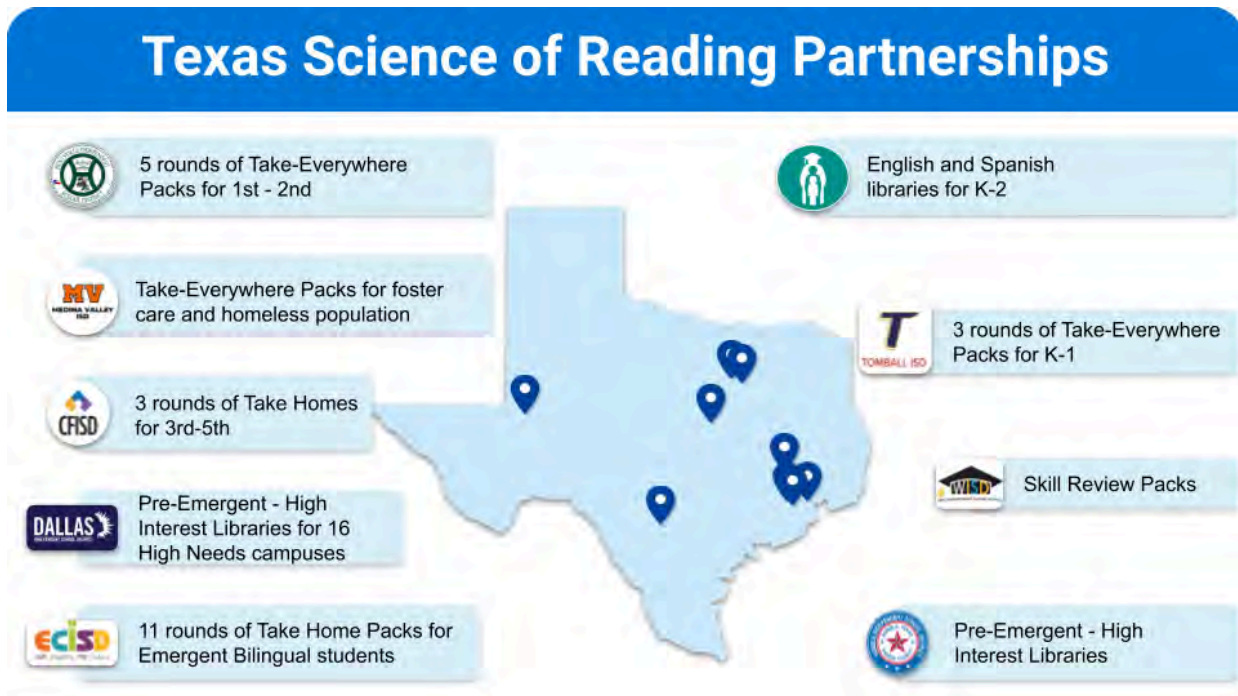
**5.2.4 List the business location(s) out of which your firm’s team members will work from.**

Headquartered in Dallas, Texas, Just Right Reader is a remote organization with employees working remotely from their home offices across the nation.

**5.2.5 Provide an overview of Proposer’s organization, size, years in business, and experience; major clients; and other information that you feel would assist in our evaluation process.**

Established in 2019, Just Right Reader is a C-corporation with 89 employees. In the past five years, the company has supported over 5 million students and 250,000 families, collaborating with more than 2,500 schools and districts across the country. Just Right Reader is excited to **donate 5,000,000 books nationwide** for our Winter 2024 pilot to keep students reading over the winter break!

Just Right Reader has made a substantial impact on literacy in Texas through its comprehensive programs. Collaborating with numerous school districts, we’ve implemented targeted solutions like our Take-Everywhere Literacy Packs, providing students with engaging, personalized reading materials. Our programs emphasize building foundational reading skills and closing literacy gaps, especially for students in underserved communities. By combining in-class instruction with at-home resources, we’ve supported educators and families, leading to improved literacy outcomes in schools across Texas.



**Just Right Reader Major Client Excerpt**

State	Major Clients
<b>Texas</b>	<ul style="list-style-type: none"> <li>● Cypress-Fairbanks ISD</li> <li>● Great Hearts Arlington</li> <li>● Northside ISD</li> <li>● Round Rock ISD</li> </ul>
<b>California</b>	<ul style="list-style-type: none"> <li>● Ventura Unified School District</li> <li>● Mountain View School District</li> <li>● Bakersfield City School District</li> </ul>
<b>Florida</b>	<ul style="list-style-type: none"> <li>● Broward County Public Schools</li> <li>● Clay County District Schools</li> <li>● Duval County Public Schools</li> <li>● Hillsborough County Public Schools</li> <li>● Oskaloosa County School District</li> <li>● Pasco County Schools</li> </ul>
<b>Georgia</b>	<ul style="list-style-type: none"> <li>● Cobb County School District</li> <li>● Fulton County Schools</li> <li>● Savannah-Chatham County Public School System</li> </ul>
<b>Louisiana</b>	<ul style="list-style-type: none"> <li>● East Baton Rouge Public Schools</li> <li>● Avoyelles Parish Schools</li> <li>● Zachary Community School District</li> </ul>

**5.2.6 Describe your invoicing process. What are the payment terms? Is payment by credit card accepted?**

Schools@justrightreader.com is the point of contact for all invoices. Invoices are submitted to each partner according to their exact specifications. Payment terms are Net 30. Just Right Reader accepts payments by check, ACH, or credit card.

**5.2.7 Include a list of no more than five (5) similar contracts awarded within the last 5 years.**

Just Right Reader has been awarded the following similar contracts within the last five years:

- AEPA, #023-D, School and Instructional Supplies
- Region 5 ESC, Southeast Texas Purchasing Cooperative, #20231007, Library and Instructional Books
- The Interlocal Purchasing System (TIPS) - Region 8 ESC, # 230807, Academic and Educational Goods and Services
- PACE Purchasing Cooperative, #P00262, Instructional & Classroom Supplies and Services
- BuyBoard, #748-24, Instructional Materials (Non-Adopted) for PK-12, Special Education, and Career and Technology

**5.2.8 Identify any contracts within the past three years that have been terminated due to non-performance.**

No contracts have been terminated due to non-performance.

**5.2.9 State the warranty and length of same that may apply to the goods or services you are proposing (if applicable).**

**Warranty/Maintenance**

Just Right Reader has a 30-day warranty policy. If any products are defective, we will exchange them at no additional charge.

Just Right Reader has a large team dedicated to ensuring customer satisfaction. Just Right Reader is committed to fully supporting the implementation and ongoing processes of the use of our Literacy Program. Our maintenance process is tailored to providing best practices around The Science of Reading and our programs.

## TAB E - Technical Proposal

### **5.1.1 Do you make available selection lists online and allow online ordering?**

Yes. <https://justrightreader.com>

### **5.1.2 How do you handle claims against orders? Can it be done online?**

Please call 877-415-7323 or email [schools@justrightreader.com](mailto:schools@justrightreader.com)

### **5.1.3 Can invoices be processed online?**

Yes

### **5.1.4 Describe your approach to customer service.**

Just Right Reader has a large team dedicated to ensuring customer satisfaction. Just Right Reader will commit to fully supporting the implementation and ongoing processes of the use of our library books. Our maintenance process is tailored to providing best practices around The Science of Reading and our programs. Our Warranty and Maintenance approach can be viewed in more detail in the Warranty/Maintenance Section of the attached response.

### **5.1.5 Describe in detail how your ordering process works.**

Just Right Reader's streamlined ordering process ensures efficient and accurate delivery, from initial consultation through final shipment. We begin by assessing each school's needs, confirming details, and establishing a clear timeline. Once orders are prepared and pass quality checks, they're organized for easy distribution and shipped via trusted logistics partners. Tracking details are provided for full transparency, and we follow up post-delivery to confirm satisfaction and gather feedback, ensuring a smooth and reliable experience for every literacy initiative.

#### **5.1.5.1 Is the customer limited to ordering off a pre-selected list?**

Customers are not limited to ordering off a pre-selected list. Just Right Reader has data-driven customizable Just Right Reader Take-Everywhere Literacy Packs™ to target specific student literacy needs.

#### **5.1.5.2 Can a customer order off-list? Are there additional factors for ordering off list?**

Off-list orders are subject to longer shipping times, as needs assessments and customization would require additional lead times. Just Right Reader would also issue a specialized quote that would maintain the 3% discount offered to the CoOperative.

### **5.1.6 Do you provide processed, shelf-ready materials that meet the following cataloging requirements:**

No.

#### **5.1.6.1 Includes a mylar book jacket, a barcode, and white spine label?**

No.

### **5.1.6.2 Is there an ability to create custom call numbers?**

No.

### **5.1.6.3 Free vendor records for materials available to download?**

No.

### **5.1.6.4 Works with OCLC as an OCLC Cataloguing Partner?**

No.

### **5.1.6.5 Provides enhanced records with expanded customization as a purchase option?**

No.

### **5.1.7 Are shipping costs included in pricing?**

Shipping charges are not included in pricing and are as follows: 10% for orders under \$10K, 7% for orders \$10K+. 20% for expedited fee

### **5.1.8 Explain your size of inventory, approximate turnaround time for orders, and shipping carrier used.**

Our inventory is distributed across three strategic warehouse locations in Minnesota, Georgia, and Texas, housing between 8 to 10 million titles at any given time. With frequent inventory turnover, most orders ship within 48 hours, while larger orders may require a few additional days. For small parcel shipments, we partner with UPS and FedEx, while XPO handles the majority of our LTL (Less-than-Truckload) shipments, ensuring reliable and efficient delivery across all order sizes.

### **5.1.9 Is priority given to lease titles, including a separate production line? Please explain.**

Just Right Reader titles are not leased. Districts and individual schools may purchase titles for ownership.

### **5.1.10 Explain the percentage of rentals the Customer is allowed to retain in house during the rotation period.**

N/A

### **5.1.11 Explain the overall retention percentage.**

N/A

### **5.1.12 Describe how allotment reporting and returns will be conducted.**

1. Contact Us: Our Customer Support team can be reached via email at [support@justrightreader.com](mailto:support@justrightreader.com) or by phone at 1+ (877) 415-7323. Please provide your order number and a brief explanation of your reason for return.
2. Wait for Authorization: Our team will review your request, and upon determination of eligibility for return, we will provide you with detailed return instructions.

3. Ship Your Return: The customer is responsible for covering the cost of return shipping. Send the package to the address provided in the return instructions. We recommend using a trackable shipping method to ensure safe delivery
4. Just Right Reader does not charge a restocking fee.

### **5.1.13 What is your policy for lost, damaged, or stolen materials?**

If you receive an incorrect, damaged, or defective item, please contact us immediately. We will arrange for a replacement at no additional cost to you.

### **5.1.14 Provide any other pertinent information about your program not already covered.**

#### **Research and Methodology**

We focus on helping students develop foundational reading skills that set them up for success. Our mission is to **do whatever it takes to accelerate student achievement and create joyful reading opportunities for students, families, and teachers**. We use research-informed materials and strategies to preventatively address potential barriers to reading success. Researchers estimate that 95 percent of children can learn to read if they receive explicit, systematic instruction in word recognition and language comprehension skills (Moats, 2020). We're committed to playing our role in making best-practice instructional materials available to all students.

Our program is evidence-based and **aligns with Core ELA Programs and ELA standards** for Foundational Skills. Because of our commitment to developing high-quality materials that support best practices in reading instruction, we work closely with reading researchers and experienced educators to create our Scope and Sequence, decodables, Lesson Plans, and video phonics lessons. As a result, Just Right Reader's decodables and lessons feature strong lesson-to-text match and other text features that enhance decodability (Mesmer, 2022).

#### **Impact on Learning: Data and Case Studies and ESSA III Efficacy Study**

Just Right Reader provides students nationwide with high-quality instructional materials that improve their reading abilities. Dr. Paul von Hippel, a Professor at the University of Texas at Austin, emphasizes the significance of daily practice to optimize learning. Our literacy programs support students reading at, above, and below grade level with Decodables and Skill Review Books that are "just right" for each student.

Through a spiraled scope and sequence students engage in **interleaved practice** for optimum learning. This means students repeatedly revisit key concepts over time, allowing them to build and reinforce skills progressively. Interleaved practice involves mixing different topics or skills within a single session, helping students improve retention and problem-solving abilities. This approach ensures that students not only learn new information but also continue to practice previously learned skills, leading to stronger mastery and long-term understanding.

## Compliance Standards

Adherence to the ADA, section 508, WCAG 2.1 AA, and IDEA compliance standards is a cornerstone of our material design, ensuring digital and print resources are accessible to students with disabilities. All of our book titles are certified and available through NIMAC. We also ensure that information and communication technology (ICT) is usable by students with a wide range of abilities, including those with vision, hearing, motor, and cognitive challenges.

At Just Right Reader, we recognize that a systematic approach to phonics and phonemic awareness is essential for effective reading development. Research shows that students with a strong foundation in these areas are better equipped to decode words and avoid future reading challenges. Our phonics progression, which focuses on both decodable and high-frequency words, ensures students become confident readers. Starting with letter recognition and writing, our materials build the skills necessary for long-term literacy success.

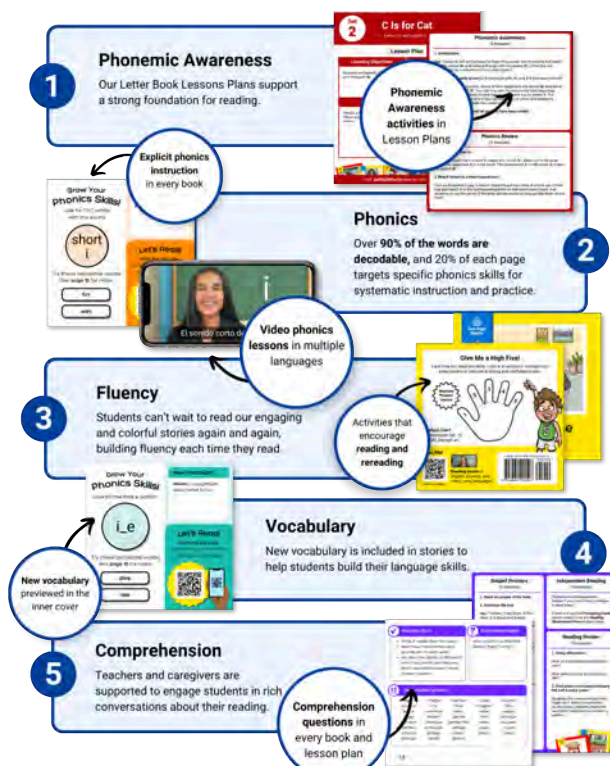
Just Right Reader recognizes English follows a systematic structure, and with proper phonics and phonemic instruction, students can learn to decode most words (Duke, 2021). Early struggles with phonemic awareness often predict future reading challenges (Melby-Lervag, Lyster, Hulme, 2012). Our books emphasize highly decodable words along with essential high-frequency words, helping students differentiate between the two for accurate reading. The phonics progression starts with expertly designed letter books, supporting both letter recognition and writing, based on multi-componential instruction backed by research (Piasta & Wagnet, 2010).

## The 5 Pillars of Reading

Built on the Science of Reading, Just Right Reader has shaped our curriculum around best practices in literacy instruction.

How we integrate The 5 Pillars of Reading into our programs:

- **Phonemic Awareness:** Just Right Reader decodables emphasize phonemic awareness through structured practice, helping students recognize and manipulate sounds in words.
- **Phonics:** Our decodables follow a systematic phonics progression, allowing students to build decoding skills essential for reading fluency.
- **Fluency:** The Science of Reading Take-Everywhere Literacy Packs™ and Literacy Classroom Resources support repeated reading, which helps students improve reading fluency through targeted practice.



- **Vocabulary:** Although vocabulary is not explicitly taught in the decodables, our Newcomer Program provides robust vocabulary instruction for older learners.
- **Comprehension:** By connecting decoding with meaning, our materials foster comprehension, helping students understand and engage with text as their reading skills advance.

### Evidence of Success

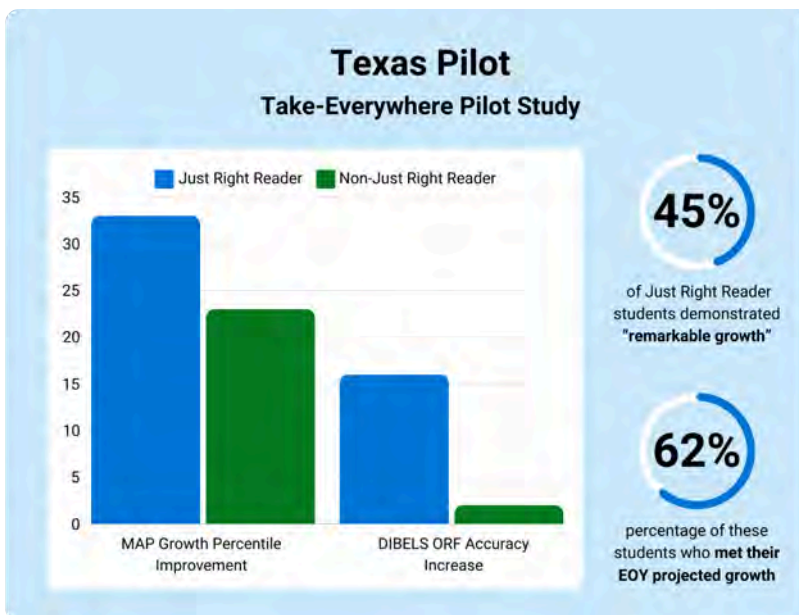
#### Texas Pilot Study (Spring 2024)

##### Overview:

In the spring of 2024, Just Right Reader launched a six-week pilot study across four elementary schools in Texas to evaluate the impact of personalized, decodable Take-Everywhere Packs on second-grade literacy. The study included 93 students using Just Right Reader (JRR) resources and 111 non-JRR students for comparison. Throughout the study, students received decodable packs tailored to their specific phonics needs. The results showed a significant improvement in literacy growth among JRR students, with clear evidence of enhanced reading proficiency compared to the control group.

##### Key Findings:

- **MAP Growth Percentile:** JRR students improved by 33 points in their MAP Growth Percentile, rising from a 34th to 67th percentile. Non-JRR students, in comparison, showed a 23-point increase, improving from the 31st to the 54th percentile.
- **High Dosage Reading Impact:** Students who engaged in 3+ hours of reading per week (45% of the JRR group) exhibited a remarkable increase from the 14th percentile to the 72nd percentile, a major leap in literacy skills over the study period.
- **DIBELS Oral Reading Fluency (ORF) Accuracy:** JRR students showed a median percentile increase in DIBELS ORF accuracy, rising from 46 to 62, while non-JRR students experienced only a marginal increase from 42 to 44.



The results of the Texas Efficacy Study were highly encouraging, demonstrating that higher reading dosage—consistent reading practice with Just Right Reader decodable books—led to significant literacy



growth. Students who spent more time reading outside of school, particularly those who engaged for 3+ hours per week, showed the most substantial gains. This group improved from the 14th to 72nd percentile, emphasizing the critical role of home-based, structured reading practice. These findings highlight the importance of consistent exposure to decodable books to reinforce phonics and reading fluency. Please view the [complete study here](#).

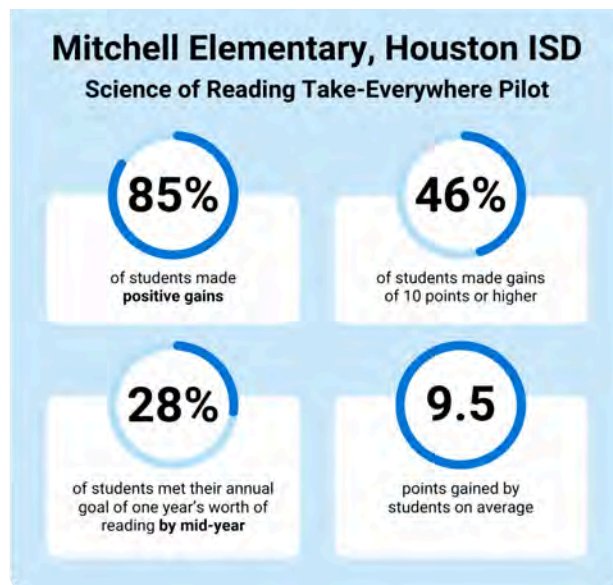
## Mitchell Elementary (Houston ISD) Take-Everywhere Pilot Program (2023-2024)

### Overview:

Mitchell Elementary in Houston, TX, participated in Just Right Reader’s Take-Everywhere Decodable Pilot during the 2023-2024 school year. The program delivered three rounds of decodable books to 40 students in grades 3-5 who were reading two or more years below grade level, focusing on closing literacy gaps through explicit phonics instruction and multisyllabic word decoding strategies.

### Key Findings:

- **Student Gains:** Over 75% of students in the pilot made positive gains in reading proficiency, and more than 25% met their goal of achieving one year’s worth of growth by mid-year.
- **Increased Confidence:** Teachers reported that students showed greater confidence and eagerness to participate in small group lessons.
- **Home Library Expansion:** Students expanded their at-home libraries with personalized decodables, allowing them to continue practicing reading skills with their families.



This pilot demonstrated that even older students who are struggling with foundational skills can make meaningful gains when given targeted, explicit phonics instruction through decodable texts. The program’s structure ensured that students received the support they needed to practice regularly, both in school and at home. Please view the [complete study here](#).



The evidence gathered from our Texas Pilot Study, Fulton County Schools, and Mitchell Elementary showcases the efficacy of Just Right Reader’s decodable books in accelerating literacy achievement.

Combining personalized decodable books, explicit phonics instruction, and at-home practice, Just Right Reader has helped students make significant strides in their literacy development.

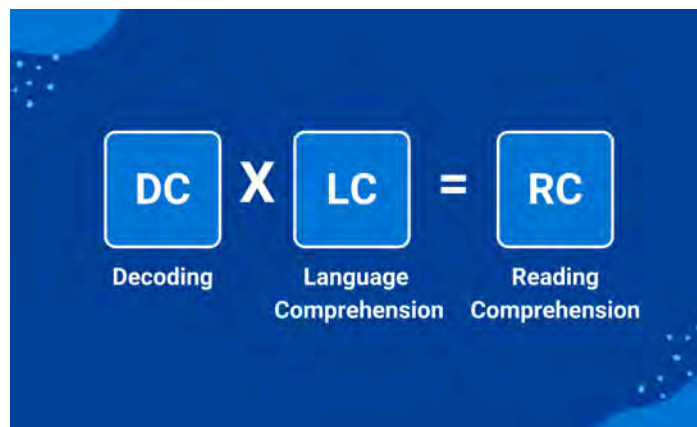
Our data-driven approach, rooted in the Science of Reading, demonstrates the importance of providing students with the right tools to improve their reading skills, no matter their starting point. We remain committed to ensuring that every student has the opportunity to succeed through targeted literacy interventions that lead to long-term academic success.

## **Alignment and Integration of the Science of Reading**

At Just Right Reader, we recognize developing both decoding and linguistic comprehension is crucial for building strong readers. Aligned with the Science of Reading, our structured phonics program focuses on these interdependent components, ensuring students are prepared for advanced reading comprehension. By targeting both cognitive and linguistic skills, we help students not only decode words but also understand complex texts, equipping them for long-term literacy success.

### **Reading Comprehension Formula**

As articulated by Cutting and Scarborough (2012), the Reading Comprehension Formula underscores the multiple bases for comprehension difficulties and the potential for cognitive and neurobiological profiling to validate subtypes and develop assessments. This comprehensive approach aligns with our methodology, ensuring that students receive a well-rounded education in reading.

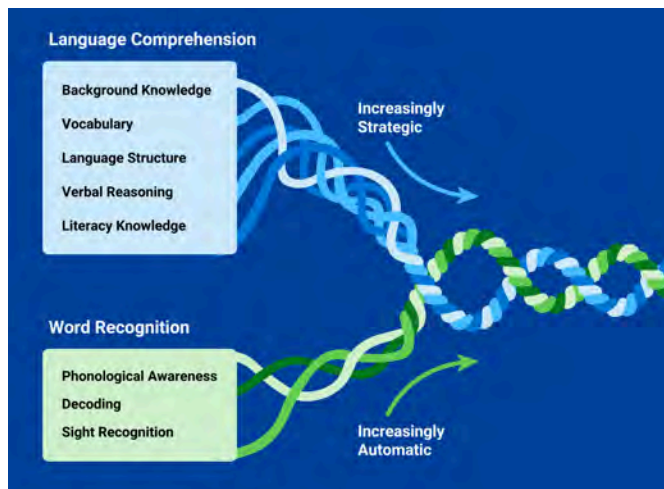


### **Application in the Classroom**

Teachers using Just Right Reader have access to a variety of resources and tools that align with the Reading Comprehension Formula. These include:

- **Interactive Lessons:** Lessons that engage students in active learning and critical thinking, helping them connect with the material.
- **Assessment Tools:** Tools to assess students' reading abilities and comprehension levels, allowing for targeted intervention and support.
- **Professional Development:** Ongoing training for teachers to stay current with the latest research and best practices in reading instruction.

Just Right Reader English and Spanish Literacy Resources are designed to support literacy development by intertwining the principles of Scarborough's Reading Rope, a framework for understanding essential components of learning to read. Just Right Reader's program leverages the Reading Rope's intertwined strands of language comprehension and word recognition to develop our curriculum, ensuring that students learn to decode words and comprehend texts. By integrating these strands, Just Right Reader English and Spanish Decodables offers a balanced approach to reading instruction, emphasizing phonemic awareness, phonics, fluency, vocabulary, and text comprehension. This method ensures learners build a solid foundation in reading, setting the stage for lifelong literacy and learning success.



### **Sequential Scope and Sequence**

Just Right Reader's **Sequential Scope and Sequence** follows a spiraled approach to literacy instruction, ensuring a cumulative and consistent learning experience. Our phonics progression starts with foundational skills like letter recognition and gradually advances to more complex sound-spelling patterns and multisyllabic word reading, all while aligning with standard literacy benchmarks. Our [Theory Of Action](#) supports our sequence, which is rooted in the **Science of Reading**, emphasizing the importance of phonemic awareness, decoding, and comprehension.

Informed by research, Just Right Reader's Literacy Resources integrates evidence-based strategies to support students' development of strong decoding and comprehension skills. Just Right Reader's phonics progression guides students from basic alphabet recognition and early decoding skills through complex sound-spelling patterns and multisyllabic word reading. With 750 Decodables, 105 Newcomers, 60 English High-Interest, and 30 High-Interest titles, our program meets students at their level, offering "just right" instruction and practice.

Just Right Reader programs are cumulative. After explicit introductions, each phonics pattern is spiraled through our instructional progression to provide interleaved practice of new and previously learned skills.

## Phonemic Awareness, Decoding, and Skill Reviews:

According to the Science of Reading, phonemic awareness is pivotal in the early stages of reading development. Just Right Reader Literacy Programs are specifically designed to enhance this skill, enabling students to decode words effortlessly. Our books are designed to have text in a large font and the remaining space left blank so that students can easily focus on the words. Twenty percent of the words on each page are the focus skill words. The left page of each book spread includes the focus skill words, previously taught skills, and high-frequency words. The right page contains the art to help students gain meaning.

<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Phonics Skill	<span style="background-color: cyan; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> New High Frequency Word
<span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Previous High Frequency Word	<span style="background-color: green; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Previous Skill
<span style="background-color: pink; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Vocabulary or Non-Decodable	

Gene and his pals all live in a huge spruce tree. They use the trunk for their homes.

Gene sings his tunes at home when he is not with his pals. Gene's mom loves when Gene sings tunes.

Total Number of Words: 38  
Skill Word: 8  
Decodable Word: 37/38 = 97%

- **Connection Between Decoding & Comprehension:** Effective decoding is a precursor to reading comprehension. By strengthening students' decoding abilities, we pave the way for better comprehension in later stages, as the Science of Reading supports.
- **Cumulative Practice:** The Science of Reading emphasizes the importance of cumulative practice. Just Right Reader English and Spanish Decodables introduce and revisit phonics patterns, ensuring students practice and master skills before moving on to more complex texts.
- **High-Quality Texts:** Research shows that students' exposure to high-quality texts increases their overall literacy rates and comprehension skills. The decodables provide such exposure, further supported by the Science of Reading.
- **Reading Writing Connection:** Just Right Reader helps students progress along the language proficiency progression from Beginning to Advanced High through listening with tools like our QR code video phonics lessons, speaking using phonics skills, reading by decoding words, and writing in our books that include dry-erase and writing pages.

Just Right Reader's Literacy Programs are designed to seamlessly integrate phonemic awareness, decoding, and comprehension skills, using high-quality, engaging texts that reinforce foundational literacy practices. Through cumulative practice and a focus on targeted skill reviews, students are continually supported as they progress from basic phonics to more complex reading abilities. With the added benefits of QR code phonics lessons, interactive writing activities, and a focus on both reading and writing, our programs ensure that students develop strong, well-rounded literacy skills that will serve them throughout their academic journey.

## Building Knowledge

Just Right Reader is committed to providing a literacy program that aligns with grade-level content standards and effectively integrates knowledge and ideas within and across texts. Our approach is designed to build students' knowledge systematically while enhancing their reading comprehension and linguistic development.

**Cohesive Text Organization**

Our texts are thoughtfully organized to build students' knowledge progressively. This organization ensures that each new reading material builds on prior knowledge, helping students connect new information with what they have already learned. By structuring our texts cohesively, we provide a seamless learning experience that reinforces students' understanding of key concepts and themes.

For example, our decodable books introduce new vocabulary words in context, allowing students to see how these words are used within sentences and stories. This approach helps students infer meanings and understand usage, thereby reinforcing their learning and building a strong foundation for future reading.



**Integration of Knowledge and Ideas**

Questions and tasks in our program are designed to integrate knowledge and ideas both within a single informational text and across multiple texts. This approach encourages students to think critically and make connections between different pieces of information. By engaging with texts in this way, students develop a deeper understanding of the material and improve their ability to synthesize information from various sources.

For instance, our reading comprehension activities often involve discussions about the text, where students explore the meanings of new words and how they are used. These activities encourage students to interact with texts in meaningful ways, enhancing their comprehension skills and helping them see the relationships between different pieces of information.



Just Right Reader is dedicated to providing a cohesive and integrated literacy program that aligns with grade-level content standards. By thoughtfully organizing our texts and integrating knowledge and ideas across multiple texts, we help students build a strong foundation for reading comprehension and academic success. Our approach to vocabulary development, supported by contextual learning and supportive glossaries, ensures that students acquire the necessary skills to engage with complex material effectively. Through robust teacher support and professional development, we empower educators to deliver high-quality literacy instruction that meets the diverse needs of their students.

## Comprehension Skills

### Just Right Reader Phonics Progression

Just Right Reader supports teachers through the Science of Reading and targeted teaching strategies designed to meet current learning needs. Our program combines explicit phonics instruction with active practice, ensuring students develop the automaticity needed to comprehend complex grade-level texts. We believe the Science of Reading best supports a structured phonics program because decoding and linguistic comprehension depend on one another.

### Supporting Comprehension

Reading comprehension becomes increasingly important as they encounter more complex texts across various subjects. Just Right Reader's approach ensures that students are equipped with the skills necessary to tackle these challenges effectively.

1. **Explicit Phonics Instruction:** Our program continues to emphasize the importance of phonics, ensuring that students have a strong foundation in decoding skills. This foundation is critical for reading fluency and accuracy, which are essential for understanding more complex texts.
2. **Active Practice:** Students engage in active, thought-provoking exercises that promote critical thinking and deeper understanding. These activities encourage students to interact with texts in meaningful ways, enhancing their comprehension skills.
3. **Developing Automaticity:** By fostering automaticity in reading, students can focus their cognitive resources on comprehension rather than decoding. This shift allows them to better understand and interpret complex grade-level texts.

Targeted Teaching: Teachers receive support and resources to implement targeted teaching strategies that address the specific needs of their students. This personalized approach ensures that each student receives the instruction necessary to progress in their reading skills.

## Differentiation Strategies

- **Tailored Instructional Content:** *Our materials accommodate various learning styles, including visual, auditory, and kinesthetic, ensuring instruction meets each student's unique needs.*
- **Interactive Learning:** *We provide multisensory experiences, supporting bilingual students and those with disabilities by offering diverse pathways to learning.*
- **Professional Development:** *We equip educators with strategies for differentiated instruction, focusing on emergent bilingual students and those with disabilities.*
- **Feedback & Improvement:** *Continuous feedback from educators and experts helps us refine our resources to meet the evolving needs of diverse learners.*

## Vocabulary Skills

While Just Right Reader's Decodable Program provides comprehensive support for phonics and reading skills, it does not focus on explicit vocabulary instruction. However, for older students in grades 6-12, our Newcomer Program offers a more robust approach, including vocabulary instruction embedded within lesson plans and activities. These resources are designed to support language acquisition for English learners and older students, ensuring they receive both vocabulary development and literacy support tailored to their specific needs. The Newcomer Program provides enhanced teacher resources to address vocabulary instruction in greater depth.

### Contextual Vocabulary Integration

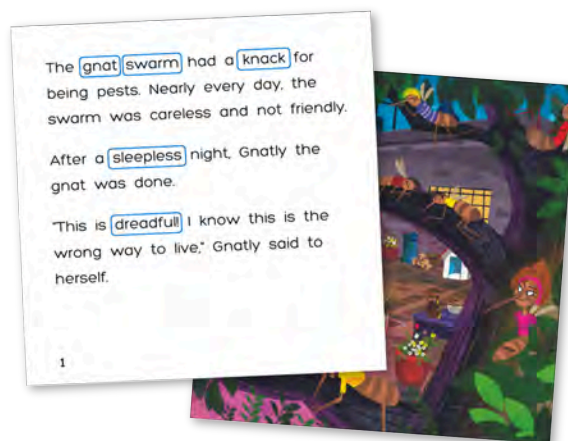
In our program, new vocabulary words are woven into sentences within our decodable texts. This approach allows students to encounter and understand new words in meaningful contexts rather than through isolated memorization. By seeing how new words are used within sentences, students can infer meanings and understand usage, which aids in retention and comprehension.

### Vocabulary in Decodable Texts

New vocabulary words are introduced on the title page of our decodable books. This preview helps set the stage for students to encounter and recognize these words as they read. For example, in the book *In PJ Fun*, students learn the words "jet" and "set," both of which appear in the text. By encountering these words in a story, students can better grasp their meanings and see how they are used in context.

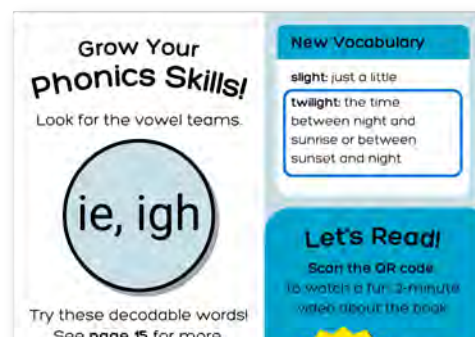
### Vocabulary Development in Just Right Reader's Program

At Just Right Reader, we recognize that strong vocabulary is crucial for literacy and academic success. To support this, we integrate high-utility words into our reading materials—words students frequently encounter in conversations and texts across subjects. These words enhance comprehension of complex ideas and lay the foundation for advanced reading. By embedding vocabulary in context, we ensure students not only decode but also deepen their language understanding.



### High-Utility Vocabulary Words

The vocabulary words chosen for our program are carefully selected, ensuring they provide significant value to students' linguistic development and comprehension skills. These words are not just random selections but are carefully curated to enhance students' understanding and communication abilities. By focusing on high-utility words, we aim to equip students with a functional vocabulary that they can use in various academic and personal contexts.



### Integration into Context





New vocabulary words are seamlessly woven into the context of our decodable texts. For younger students, these words are introduced on the title page of each decodable book, providing a preview and setting the stage for their appearance in the text. For example, in *The Big Sip*, students learn the words "fizz" and "grin." By encountering these words within the story, students can infer their meanings and understand their usage, thereby reinforcing their learning.

### Vocabulary for Accelerating Students

As students progress, the vocabulary words selected for our program become more content-specific. These words are often tied to particular subjects or themes, ensuring that students acquire the terminology necessary for understanding and engaging with more advanced material. For example, vocabulary words in a science-themed text might include "evaporation," "photosynthesis," or "ecosystem," which are crucial for comprehending the content.



### New Vocabulary

 <p><b>bridle:</b> straps put around a horse's head used to control the horse</p>	 <p><b>saddle:</b> a padded seat for a horseback rider</p>
 <p><b>panicky:</b> feeling very scared</p>	 <p><b>stirrups:</b> pieces of metal that support a horseback rider's feet</p>

### Supportive Glossaries

Our materials for older students include glossaries with student-friendly definitions to further support vocabulary development and reading comprehension. These glossaries provide clear, concise explanations of new words, making it easier for students to grasp and remember their meanings. By providing definitions in a context that is directly relevant to their reading, we help students build a deeper understanding of the material.

### Enhancing Linguistic Development

Our focus on vocabulary is not just about learning new words; it's about enhancing students' overall linguistic development. By encountering and using vocabulary in context, students can develop better comprehension skills and a stronger ability to express themselves. Vocabulary learning is integrated into the broader goal of developing proficient, confident readers.

### Comprehensive Literacy Education

Just Right Reader provides a comprehensive approach to literacy education. Our model ensures that students receive cohesive and effective phonics practice at school and home, fostering family engagement and collaborative learning. This commitment to sustainability in educational practices, materials, and professional development exemplifies our dedication to exceeding industry standards and promoting lasting literacy success.



Just Right Reader's proactive approach to sustainability, continuous improvement, and inclusive educational practices positions us as a leader in literacy education. Our commitment to aligning with and exceeding academic standards ensures that we provide the highest quality instruction, supporting educators and students in achieving their literacy goals.

### **Blended Instruction**

Just Right Reader's literacy program uniquely blends in-class, Take-Everywhere, and virtual instruction, offering a comprehensive and flexible learning experience for students and teachers alike. Our program integrates phonics lessons, lesson plans, and extensive resources to create a cohesive and supportive educational environment.

### **Phonics Lessons with QR Code Access**

Each decodable book in our program features a QR code linking to phonics videos in English and Spanish. These brief, easy-to-follow lessons help students practice sounds at their own pace and can be viewed repeatedly. By connecting school and home, the QR lessons ensure consistent literacy support, allowing students and families to reinforce learning together.

### **Comprehensive Lesson Plans**

Each decodable book is accompanied by a detailed lesson plan, organized by grade and set. Teachers can easily access the lesson plan for a specific decodable by selecting the appropriate grade and title. These lesson plans provide clear, concrete direction on lesson essentials, including learning objectives, key skills, and materials and preparation.

### **In-Class Instruction**

Our lesson plans are designed to provide clear, structured guidance for in-class instruction. Teachers can easily navigate the plans, which explicitly describe each activity, estimated instructional time, and instructional procedures. The detailed breakdown ensures that teachers can efficiently manage their classroom time and provide effective, targeted instruction.

### **Take-Everywhere Literacy Packs™**

Just Right Reader's Science of Reading Take-Everywhere Literacy Packs™ bridge the gap between school and home, providing essential phonics practice for every student, wherever they are. The included phonics lessons are accessible via QR codes and available in multiple languages, empowering caregivers who speak languages other than English. This accessibility enables students to revisit and reinforce their learning at home, breaking down barriers to literacy. The Home Connections section in Just Right Reader lesson plans offers practical activities and tips for parents to actively support their children's literacy development actively, ensuring learning continues beyond the classroom.

### **Virtual Instruction**

Our program's digital resources and QR code-accessible phonics videos make it easy to incorporate virtual instruction at home into the learning process. These resources provide flexibility and accessibility. Students can engage with the material on their own devices, allowing for a seamless transition between in-person and remote learning environments.

Just Right Reader's blended instruction approach integrates in-class, Take-Everywhere, and virtual learning to create a comprehensive and flexible literacy program. Our phonics lessons, accessible via QR codes, ensure that students receive consistent support across different learning environments. Detailed lesson plans provide clear guidance for teachers, while Take-Everywhere materials and virtual resources extend learning beyond the classroom. By supporting teachers and engaging students in meaningful ways, Just Right Reader helps build a strong foundation for literacy and lifelong learning.

### **Family Engagement**

QR Phonics Video Lessons: Just Right Reader video lessons in English and Spanish are a core element of our decodables. These lessons are fun, engaging, and informative. They help students with explicit instruction to practice skills and sounds in each of our decodable books. These videos build a deeper understanding of how to sound out words, spell, and build comprehension related to the stories they read. We've even heard from parents who have begun learning to read from our QR phonics video lessons! We also offer these videos in various other languages as part of our commitment to customization. Additional languages include Hmong, Urdu, Arabic, Mandarin, and Vietnamese.

Just Right Reader videos can also be customized to a district's logo to add a layer of customization and community. Additionally, superintendents or school leaders who wish to have a quick introduction clip of themselves can work with our project management team to make this happen. These videos are distributed to families during the implementation of Just Right Reader English and Spanish Decodables. The impact of hearing directly from their superintendent or principal is meaningful, as it foregrounds active learning strategies and promotes better educational outcomes. These customized videos have fostered personal connections among our students, their families, and the surrounding community. These interactive and engaging reading lessons are a powerful tool that can strengthen caregiver engagement and small-group instruction.

In addition to customized phonics videos, districts can also opt into a superintendent video with a special message for students and families about Just Right Reader English and Spanish Decodables being implemented in their schools. These videos are a reinforcement directly from the superintendent to families about the power of reading with your children. These powerful messages about supporting children as readers and developing reading habits are one of the defining features of Just Right Reader English and Spanish Decodables. These videos create a sense of community and family engagement.

**EXHIBIT 4  
QUESTIONNAIRE 2025-009**

Please answer the following questions using this questionnaire. You may use additional pages or attachments where necessary but please number them to correspond with the questions you are answering.

**5.1 Technical Specifications**

5.1.1 Do you make available selection lists online and allow online ordering?

Yes. <https://justrightreader.com>

5.1.2 How do you handle claims against orders? Can they be done online?

No. Please call 877-415-7323 or email [schools@justrightreader.com](mailto:schools@justrightreader.com)

5.1.3 Can invoices be processed online?

Yes

5.1.4 Describe your approach to customer service:

Just Right Reader has a large team dedicated to ensuring customer satisfaction.

Just Right Reader will commit to fully supporting the implementation and ongoing processes

of the use of our library books. Our maintenance process is tailored to providing best practices around

The Science of Reading and our programs. Our Warranty and Maintenance approach can be viewed in more

detail in the Warranty/Maintenance Section of the attached response.

5.1.5 Describe in detail how your ordering process works.

Our streamlined ordering process ensures efficient and accurate delivery, from initial consultation through final shipment. We begin by assessing each school's needs, confirm details, and establish a clear timeline. Once orders are prepared and pass quality checks, they're organized for easy distribution and shipped via trusted logistics partners. Tracking details are provided for full transparency, and we follow up post-delivery to confirm satisfaction and gather feedback, ensuring a smooth and reliable experience for every literacy initiative.

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5.1.5.1 Is the customer limited to ordering off a pre-selected list?

No, we have customization

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5.1.5.2 Can a customer order off-list? Are there additional factors for ordering off-list?

Off-List orders are subject to longer shipping times, as needs assessments and customization would require additional lead times. Just Right Reader would also issue a specialized quote that would maintain the 3% discount offered to the CoOperative.

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5.1.6 Do you provide processed, shelf-ready materials that meet the following cataloguing requirements:

5.1.6.1 Do you include a mylar book jacket, a barcode, and a white spine label?

No. Just Right Reader does not.

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5.1.6.2 Is there an ability to create custom call numbers?

No.

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5.1.6.3 Are there free vendor records for materials available to download?

No.

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5.1.6.4 Do you work with OCLC as an OCLC Cataloguing Partner?

No.

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5.1.6.5 Do you provide enhanced records with expanded customization as a purchase option?

No.

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5.1.7 Are shipping costs included in pricing?

No, 10% for orders under \$10K, 7% for orders \$10K+. 20% for expedited fee

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5.1.8 Explain your size of inventory, approximate turnaround time for orders, and shipping carried used:

Our inventory is distributed across three strategic warehouse locations in Minnesota, Georgia, and Texas, housing between 8 to 10 million titles at any given time. With frequent inventory turnover, most orders ship within 48 hours, while larger orders may require a few additional days. For small parcel shipments, we partner with UPS and FedEx, while XPO handles the majority of our LTL (Less-than-Truckload) shipments, ensuring reliable and efficient delivery across all order sizes.

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5.1.9 Is priority given to lease titles, including a separate production line? Please explain.

Titles are not leased. Districts and individual schools may purchase titles for ownership.

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5.1.10 Explain the percentage of rentals the Customer is allowed to retain in house during the rotation period.

N/A

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5.1.11 Explain the overall retention percentage.

N/A

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5.1.12 Describe how allotment reporting and returns will be conducted.

Contact Us: Our Customer Support team can be reached via email at [support@justtrightreader.com](mailto:support@justtrightreader.com) or by phone at 1+ (877) 415-7323. Please provide your order number and a brief explanation of your reason for return.

Wait for Authorization: Our team will review your request, and upon determination of eligibility for return, we will provide you with detailed return instructions.

Ship Your Return: The customer is responsible for covering the cost of return shipping.

Send the package to the address provided in the return instructions. We recommend using a trackable shipping method to ensure safe delivery

Just Right Reader does not charge a restocking fee.

5.1.13 What is your policy for lost, damaged, or stolen materials?

If you receive an incorrect, damaged, or defective item, please contact us immediately. We will arrange for a replacement at no additional cost to you.

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5.1.14 Provide any other pertinent information about your program not already covered.

N/A

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5.1.15 Describe your experience and expertise in the distribution of print periodical subscriptions to public libraries:

N/A

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5.1.16 Describe your ordering process. Do you offer an online system where libraries can select desired titles for subscription or renewal with pricing options? Under what circumstances would additional fees/charges be applied?

Orders can be placed in the following ways:

Online, directly from the Just Right Reader website, completing and submitting a purchase order form, requesting a quote via our website, working directly with a Partnership Manager or sales representative, via fax at 1+415-480-8322, or by mail at 5473 Blair Rd, Suite 100, PMB 98000, Dallas, TX 75231-4227.

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5.1.17 Describe your system of adjustments, claims, cancellations, and credits for cancellations.

These are handled on a case by case basis by contacting [schools@justrightreader.com](mailto:schools@justrightreader.com)

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Page 44 of RFP

5.1.18 How many titles does your serials list contain?

945

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5.1.19 Are you able to supply some popular magazines in the Spanish and Asian languages?

N/A

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5.1.20 Do you agree to service all applicable titles except those designated by publish as “must order direct”?

N/A

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5.1.21 Provide any other pertinent information about your program not already covered.

N/A

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**5.2 Project Related Experience and Qualifications**

5.2.1 Provide a general explanation of your company leadership and how the client care team will interface with the Customer team personnel.

Please see section 5.2.1 in Tab D of the attached response for a detailed explanation.

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Page 45 of RFP

5.2.2 Any goods or services not outlined in the Scope of Work that you wish to offer?

Please see section 5.2.2 in Tab D of the attached response for a detailed outline of alternative goods and services not outlined in the scope of work that we wish to offer.

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5.2.3 Any major requirements of the RFP that cannot be met by your firm?

None

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5.2.4 List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas outside of Dallas/Fort Worth.

Headquartered in Dallas, Texas, Just Right Reader is a remote organization with employees working remotely from their home offices across the nation.

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5.2.5 Provide an overview of proposing firm's organization, size, years in business, and experience; major clients; and other information that you feel would assist in our evaluation process.

Just Right Reader, Inc. is a C Corp, founded in 2019, and headquartered in Dallas, Texas. Just Right Reader employs a staff of 75-100. Since its founding in 2019, Just Right Reader has served more than 5 million students, 250,000 families, and partnered with over 2,500 schools and districts nationwide. Educators and families alike appreciate Just Right Reader's focus on both student engagement and data-driven results, helping to close literacy gaps in diverse learning environments.

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5.2.6 Describe your invoicing process. Payment terms? Is payment by credit card accepted?

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Invoices are sent via email. Payment terms is are net 30. Credit cards are accepted.

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5.2.7 Include a list of at least five (5) similar contracts awarded within the last 5 years.

Choice Partners - 24/029SG-06 - Curriculum, Instructional Programs, Assessment Resources, and Related Items

BuyBoard - 748-24 - Instructional Materials (Non-Adopted) for PK-12, Special Education, and Career and Technology

1 Government Procurement Alliance - 23 - 13P - 17 - Instructional Aids, Materials and Athletic Products

Association of Educational Purchasing Agencies - 023-D - School and Instructional Supplies

The Interlocal Purchasing System - 230807 - Academic and Educational Goods and Services

5.2.8 Identify any contracts within the past three years that have been terminated due to non-performance.

None

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5.2.9 State the warranty and length of same that may apply to the goods or services you are proposing.

Just Right Reader has a 30-day warranty policy. If any products are defective, we will exchange them

at no additional charge. Please see our Warranty/Maintenance Policy in the attached response.

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**APPENDIX A.1**  
**Pricing for TXShare Cooperative Purchase Program Participants**

**PROPOSAL DISCOUNT OFFER WORKSHEET FOR RFP #2025-007**

<b>Category #1: Books</b>		
<b>Item</b>	<b>Description</b>	<b>% Discount Off Your Regular Rate</b>

1 Lease of Titles

<b>Category #2: Periodicals</b>		
<b>Item</b>	<b>Description</b>	<b>% Discount Off Your Regular Rate</b>

2 Subscriptions

<b>Category #1: Books</b>		
<b>Item</b>	<b>Description</b>	<b>% Discount Off Your Regular Rate</b>

3 Alternative Books for Purchase

**APPENDIX A.2**  
**Service Area Designation Forms**

**EXHIBIT 3  
SERVICE DESIGNATION AREAS**

<b>Texas Service Area Designation or Identification</b>			
<b>Proposing Firm Name:</b>	Just Right Reader, Inc.		
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to service the entire state of Texas</b>		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	✓		
	<b>If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.</b>		
<b>Item</b>	<b>Region</b>	<b>Metropolitan Statistical Areas</b>	<b>Designated Service Area</b>
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands- Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

<b>Nationwide Service Area Designation or Identification Form</b>			
<b>Proposing Firm Name:</b>	Just Right Reader, Inc.		
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b>		
	Will service all fifty (50) states	Will not service fifty (50) states	
	✓		
	<p><b>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</b></p> <p><b>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</b></p>		
<b>Item</b>	<b>State</b>	<b>Region/MSA/City (write "ALL" if proposing to service entire state)</b>	<b>Designated as a Service Area</b>
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		

21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3



### **APPENDIX A.3**

**The categories awarded under this contract are listed in the following Exhibit 1.**

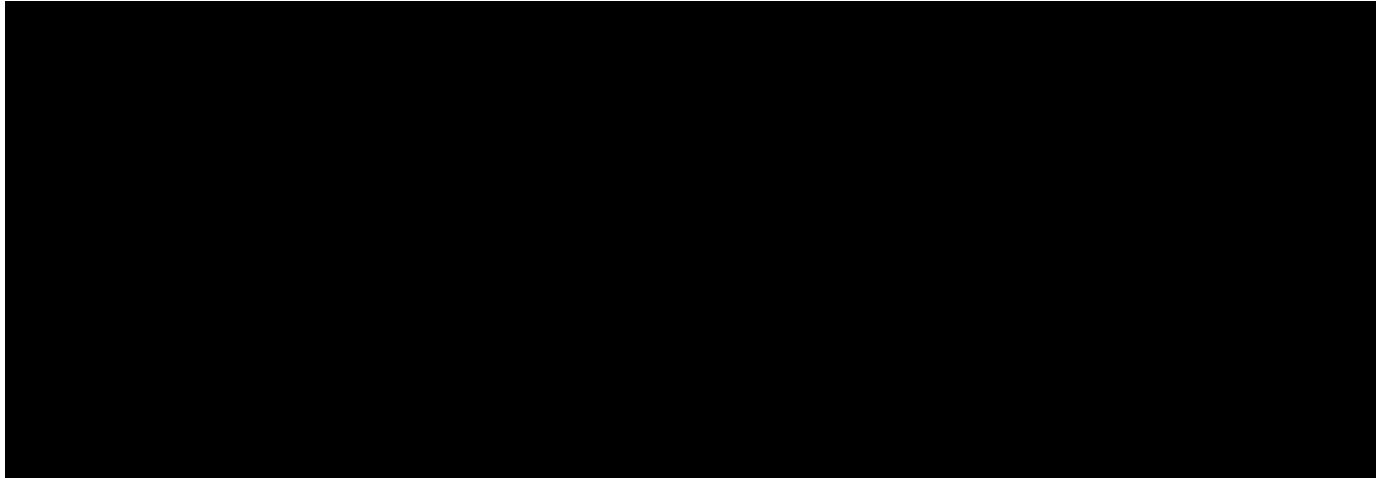
**EXHIBIT 1**  
**CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST**

- **Please place a checkmark next to each Category that you are offering in your proposal:**

Category 1: Books  
 Category 2: Periodicals

- **Proposed Contractual Discounts on Pricing for Categories Offered**

For each of the categories you selected above, provide your proposed **discount** off your list price on the attached *Proposal Discount Offer Worksheet*. You may offer tiers of discounts based on the different bid items or the sale quantity.



**APPENDIX B  
DEBARMENT CERTIFICATION**

I, Andrew Brandess  
(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither  
Just Right Reader, Inc.  
(Name of lower tier participant),

nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

**EXCEPTIONS:**


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Signature of Certifying Official  
Chief Operating Officer

---

Title  
01/23/2025

---

Date of Certification

## **APPENDIX C RESTRICTIONS ON LOBBYING**

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

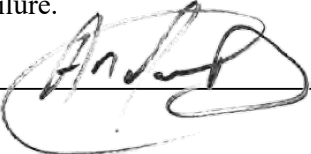
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION  
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chief Operating Officer  
Title

\_\_\_\_\_  
Just Right Reader, Inc.  
Agency

\_\_\_\_\_  
01/23/2025  
Date

**APPENDIX D  
ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY**

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

**D-1: PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

**Check one of the following:**

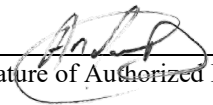
The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

**-OR-**

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

Just Right Reader, Inc.

Name of Organization/Contractor

  
Signature of Authorized Representative

Andrew Brandess / Chief Operating Officer  
Printed/Typed Name and Title of Authorized Representative

01/23/2025  
Date

**D-2: DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS**

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
  - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
  - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
  
- B) An exception to this provision excludes the following:
  - I. contracts with a sole-source CONTRACTOR; or
  - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

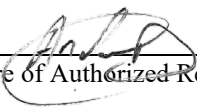
**Check one of the following:**

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

**-OR-**

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

Just Right Reader, Inc.  
Name of Organization/Contractor

  
Signature of Authorized Representative

Andrew Brandess  
Printed/Typed Name and Title of Authorized Representative

01/23/2025  
Date

**D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES**

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

**Check one of the following:**

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

**-OR-**

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

Just Right Reader, Inc.

Name of Organization/Contractor



Signature of Authorized Representative

Andrew Brandess / Chief Operating Officer

Printed/Typed Name and Title of Authorized Representative

01/23/2025

Date



## APPENDIX E

### NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

#### REQUIRED 2 CFR 200 CLAUSES

#### Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (CONTRACTOR)

1. **Equal Employment Opportunity.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. **Davis-Bacon Act.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** CONTRACTOR agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** CONTRACTOR agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** CONTRACTOR agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
6. **Debarment/Suspension.** CONTRACTOR is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. CONTRACTOR and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
7. **Restrictions on Lobbying.** CONTRACTOR of these funds is prohibited from using monies for lobbying purposes; CONTRACTOR shall comply with the special provision “Restrictions on Lobbying”. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
8. **Procurement of Recovered Materials.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.322.
9. **Anti-Israeli Boycott.** By accepting this work order, CONTRACTOR hereby certifies the following:
  - (1) CONTRACTOR’s Company does not boycott Israel; and
  - (2) CONTRACTOR’s Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

- (1) "Boycott Israel" 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; and
- (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

**10. Domestic Preference for Procurements**

As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**11. Trafficking in Persons**

The contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from

- (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) procure a commercial sex act during the period of time that the award is in effect;
- (iii) used force labor in the performance of the award or subawards under the award.

The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor


- (i) is determined to have violated an applicable prohibition;
- (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term.

NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

**Check and complete one of the following:**

- The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Name of Organization/Contractor

\_\_\_\_\_  
  
 Signature of Authorized Representative

Andrew Brandess / Chief Operating Officer  
 Printed/Typed Name and Title of Authorized Representative

01/23/2025  
 Date

**-OR-**

- The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG

Name of Organization/Contractor

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_  
 Date