

TIPS VENDOR AGREEMENT

Between Renaissance Learning, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

TIPS RFP 210301 Academic Curriculum and Instructional/Educational Goods, Materials, and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned

Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (only when applicable to service or job)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the

TIPS Member.

Force Majeure

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

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures

and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability \$1,000,000 each Occurrence/ Aggregate

Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 210301 Academic Curriculum and Instructional/Educational Goods, Materials, and Services

Company Name Renaissance Learning, Inc.

Address 2911 Peach Street

City Wisconsin Rapids State WI Zip 54494

Phone 800-338-4204 Fax 866-558-4056

Email of Authorized Representative askproposals@renaissance.com

Name of Authorized Representative Debra C. Schoenick

Title VP of Proposal Solutions


Signature of Authorized Representative 

Date 4/8/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/27/2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210301

**Renaissance Learning Inc
Supplier Response**

Event Information

Number: 210301
Title: Academic Curriculum and Instructional/Educational Goods, Materials, and Services
Type: Request for Proposal
Issue Date: 3/4/2021
Deadline: 4/16/2021 03:00 PM (CT)

Notes: Vendors that currently hold and are satisfied with TIPS Contract 200903 Books, Library, and Educational Materials do not need to respond to this solicitation unless they desire to hold and manage multiple TIPS Contracts that cover the same offerings.

Vendors that currently hold TIPS Contract 180902 Classroom and Teaching Aids Goods and Services may want to consider responding to this solicitation as it covers the same offerings and TIPS Contract 180902 is expiring this year. If 180902 Vendors choose not respond here, they will be required to respond to a replacement solicitation in September 2021 to replace their expiring 180902 contract instead.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

Renaissance Learning Inc Information

Contact: Debra C. Schoenick, VP of Proposal Solutions
Address: 2911 Peach Street
PO Box 8036
Wisconsin Rapids, WI 54495-8036
Phone: (715) 424-3636
Fax: (866) 558-4056
Toll Free: (800) 338-4204
Email: askproposals@renaissance.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Debra C. Schoenick

Signature

Submitted at 4/15/2021 12:56:32 PM

askproposals@renaissance.com

Email

Requested Attachments

Vendor Agreement

210301 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

Tipps Vendor agreement.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Form 1

210301 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

210301 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Reference Form

Reference Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Interlocal_Pricing_VS2.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

Confidential_StatusForm.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

W9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Response Attachments

TIPS_additionalDoc.pdf

Please see the attached bid addendum and pricing document.

Bid Attributes

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/> or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

Yes

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

For over 30 years, Renaissance has been a leader in delivering assessment and personalized practice solutions to pre-K–12 schools. Our valid and reliable assessments, proven practice- and progress-monitoring tools, and comprehensive school-improvement solutions are used in more than one-third of U.S. schools. These technology-based items enhance curriculum and support differentiated instruction for students of all ability levels in reading and math. Used by approximately 14.8 million students across the U.S., our solutions offer ongoing feedback that is both relevant and easy to understand, helping educators make data-driven instructional decisions and helping students learn and achieve.

Our vast experience, capabilities, and solutions make Renaissance an ideal partner poised to help Interlocal Purchasing System reach its diverse educational goals.

6 Primary Contact Name

Primary Contact Name

Debra C. Schoenick

7 Primary Contact Title

Primary Contact Title

VP of Proposal Solutions

8 Primary Contact Email

Primary Contact Email

askproposals@renaissance.com

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8003384204"/>
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10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8665584056"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="Stephan Sumnicht"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="Account Executive"/>
-----------	---

14	Secondary Contact Email Secondary Contact Email <input type="text" value="stephan.sumnicht@renaissance.com"/>
-----------	--

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8772049208"/>
-----------	--

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8665584056"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Jullie Purkapile"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="jullie.purkapile@renaissance.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8003384204"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Order Services"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="electronicorders@renaissance.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8774443172"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.renaissance.com"/>
25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value=""/>
26	Primary Address Primary Address <input type="text" value="2911 Peach Street"/>
27	Primary Address City Primary Address City <input type="text" value="Wisconsin Rapids"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="Wisconsin"/>
29	Primary Address Zip Primary Address Zip <input type="text" value="54494"/>

30 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Star Reading, Star 360, Star Custom, Star CBM, Star Spanish, Star Math, Star Early Literacy, Accelerated Reader, myON News, myON Reader, Freckle Math, Freckle Social Studies, Freckle ELA, Schoolzilla, myIGDIs, ProLADR, Lalilo Professional Development.

31 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

Yes

32 Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

33 Company Residence (City)

Vendor's principal place of business is in the city of?

Wisconsin Rapids

34 Company Residence (State)

Vendor's principal place of business is in the state of?

Wisconsin

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

36 Yes - No

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

37 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

39 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

40 Years experience in category of goods or services

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

41 Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

42 Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

43 Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

44 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 5 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 6 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 7 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 8 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 9 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 3 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 4 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 5 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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6

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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7

2 CFR PART 200 Byrd Anti-Lobbying Amendment

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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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8

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 2 CFR PART 200 Rights to Inventions

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

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "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. Moreover, for purposes of 2 CFR Part 200.322, "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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will 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).

Does vendor agree?

6 2 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 3 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6 4 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
5 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

**6
6 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

6 **Indemnification**

7

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

6 **Remedies**

8

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6 **Remedies Explanation of No Answer**

9

70 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

71 Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

72 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

7
5

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

7
6

Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

8 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 Verification Form**

9 Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

Our entity further certifies that it is is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8 **Logos and other company marks**

0 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
1 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

8
2 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

8
3 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

8
4 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

8
5 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

86 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

87 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

88 Required Confidentiality Claim Form

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

rick.powell@tips-usa.com

89 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

90 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

9 1 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity
This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

9 2 Indemnity Limitation with TIPS Members
Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".
Agreement is a required condition to award of a contract resulting from this Solicitation.

9 3 Arbitration Clauses
Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9 4 Required Vendor Sales Reporting
By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 5 Upload of Current W-9 Required
Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

RENAISSANCE

Addendum to Request for Proposal for 210301 Academic Curriculum and Instructional Educational Goods, Materials, and Services


BETWEEN RENAISSANCE LEARNING, INC. ("Contractor")
AND THE INTERLOCAL PURCHASING SYSTEM (TIPS) ("Customer")

Notwithstanding anything contained in the above-referenced bid document to the contrary, the terms and conditions of this Addendum ("**Addendum**") shall govern the rights and obligations of the parties hereto and in the event of a conflict between this Addendum and the Agreement, this Addendum shall control.

1. **Pricing:** Price increases will be determined at the sole discretion of Contractor and are subject to change without notice. Contractor reserves the right to correct misprints in prices. Pricing and fees may be adjusted during the contract term. Contracts may be extended upon mutual, written consent of both parties. Prior to placing an order, please contact your account executive at (800) 338-4204 to discuss applicable volume discounts, shipping and processing fees, and efficient handling of returns and exchanges, as described herein.
2. **Discounts:** Subscription minimums vary by product. Customer may receive a volume discount on orders based on total amount of invoice before shipping and processing fees are added; items already discounted do not qualify. All orders must arrive together in the same envelope, email, or fax for processing to receive volume discounts.
3. **Shipping/Title and Risk of Loss:** Appropriate shipping and processing fees are applied to orders based on weight of product shipped, order destination, and special handling or services used. Shipping charges do not apply to Customer downloads or subscriptions. Title and risk of loss shall pass to the District at point of shipping.
4. **Administration Fees:** Contractor agrees to pay a 2% Administration Fee quarterly for the duration and term of the contract, provided tracking code TIPS 210301 is explicitly identified on any order not directly submitted to the TIPS portal for processing. Failure to provide the tracking code TIPS 210301 and submitting order to contracts@renaissance.com (for orders not submitted directly to the TIPS portal for processing) will result in a constructive waiver of the administration fee by the contractor.
5. **Termination for Convenience:** Renaissance may allow termination of any undelivered part of the Contract for convenience upon ninety (90) days written notice from Contractor.
6. **Non-Appropriation of Funding:** In the event Renaissance has granted Customer a discount due to a multi-year Agreement, Customer may exercise their right to terminate beyond the first year of the Agreement due to insufficient funds, with 90 days' notice. As such, Customer agrees to pay Renaissance the discount provided for year 1 of the multi-year Agreement.
7. **Terms of Service:** Schools/Districts participating in this contract will be asked to consider the following Terms of Service and License.

RENAISSANCE

Accepted by:

RENAISSANCE LEARNING, INC.	THE INTERLOCAL PURCHASING SYSTEM (TIPS)
Signature: 	Signature:
Name: Debra C. Schoenick	Name:
Title: VP Proposal Solutions	Title:
Date: 4/8/2021	Date:

RENAISSANCE®

Exhibit A

Terms of Service and License Renaissance Learning, Inc.

These Terms of Services and License ("Terms") govern Your access to and use of the Products. The exact Products are described in Your Quote, which is also a part of these Terms.

1. **Definitions.** Capitalized words have special meaning and are defined below.
2. **License to Products**
 - 2.1 We grant You a license to access and use the Products, if You agree to these Terms. Some Products such as Star Reading, myIGDIs and Accelerated Reader must be used in Your buildings ("In-School Products"). Other Products such as Freckle and myON Reader) may be used outside of school ("Anywhere Products").
 - 2.2 We will also host the Products ("Hosting Services"), which You may access via the Internet.
 - 2.3 Who May Use the Products and Where.
 - a. In-School Products. Your students, including Homebound Students, faculty and staff may use the Products with assessment tools in Your buildings, unless we agree in advance that In-School Products may be used in other locations.
 - b. Anywhere Products. Your students, faculty and staff may use Content Products anywhere that they may access them.
 - c. SmartStart. You will have access to Renaissance SmartStart, a free on-demand, in-product training program that includes resources to help Your faculty and staff use Your Products.
 - d. Access. Your access starts on the date shown in Your Quote. Access will be for all the Products in Your Quote and will run through the end of the Term. Because we need to protect ourselves (and You), we may stop Your access, if we see a threat from a hacker, virus or other cyber-attack.
 - e. Student Capacity. The maximum number of Your students authorized to use the Products during the Subscription Period is identified in Your Quote. You may increase that number, during the Subscription Period, provided we agree to do so in writing.
 - 2.4 Account Set Up.
 - a. We will create Your administrator account and give You access, along with Your identification number, password, encryption key, and any other access codes. You should safeguard this information.
 - b. We will also help You load Your Data. You remain responsible for creating user names and passwords for Your students, faculty and staff. You agree not to transfer or sell this login information to anyone other than the intended user at Your institution.
- 2.5 Your Hardware, Other Software and Services. Our Products should work well with most of Your hardware, and other software and services that You use ("Third-Party Services"). We work with You to try and configure Your Products to work with Third-Party Services, but we cannot guarantee that Third-Party Services will operate correctly or that the Third-Party Services will be available during Your Term.
- 2.6 Maintenance. We may need to update Your Products to maintain their performance. These Terms apply.
3. **Professional Services**
 - 3.1 Professional Services. If identified in Your Quote, Renaissance-provided Professional Services will be governed by these Terms, including **Exhibit B**.
 - 3.2 Deliverables and Ownership. We own all Deliverables created as part of Renaissance-provided Professional Services. However, You may use all Deliverables during Your Subscription Period; Your use is non-transferable, non-sublicensable and non-exclusive.
4. **Fees.** You agree to pay us the amount in the Quote ("Fees") within 30 days of our invoice unless we agree in advance on alternate payment terms. Amounts not paid within that time (and, not subject to a good faith dispute), bear interest from the time payment was due until the time paid, at the higher rate of (a) 1% per month compounded monthly, or (b) the highest rate allowed by law in Your state. You also agree that no terms or conditions in Your purchase order (or other order documentation) form override these Terms. If You do not pay Your Fees, You are materially breaching these Terms and Your access to the Products will end.
5. **Term; Termination; Effect of Termination**
 - 5.1 Term. These Terms start on the first date written in Your Quote and continue until the end of Your Subscription Period (the "**Term**").
 - 5.2 Termination.
 - a. For Breach. A party that receives written notice of a material breach has 30 days to cure the breach. If the breach is not cured, the notifying party may terminate these Terms by giving written notice. We will refund Your Fees on a prorated basis through the end of Your Term.
 - b. For Bankruptcy. Either party may terminate these Terms immediately upon the other party's filing of an application for bankruptcy, whether voluntary or involuntary.
 - 5.3 Effect of Expiration or Termination; Survival.

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- a. Access. Once Your Subscription Period is over, your access to Your Products will terminate, unless we have agreed in advance to continue our relationship.
- b. Survival. Some provisions in these Terms naturally survive termination in Your jurisdiction. You agree that Sections 5.3, 6-10 and 12 survive termination.

6. Intellectual Property Rights; Ownership

- 6.1 As part of Your Subscription, You are authorized to use our trademarks, copyrights and patents. You own Your Data, and as part of Your Subscription, You grant us a non-exclusive, royalty free, worldwide license to use, store, edit, re-format Your Data in order for the Products to function.
- 6.2 To avoid any doubt, we are not expressly or implicitly granting you any other rights, license, release, covenant or immunities, including by estoppel, to the Products.
7. **Confidentiality**. You and Renaissance agree to take reasonable steps to keep each other's Confidential Information secret and not to disclose it to, or allow it to be used by, anyone who does not work for one of us. You also agree to treat our Confidential Information as if it was Yours; and, we will treat Your Confidential Information as if it was ours.

8. Data Protection and Security.

- 8.1 Data You Need to Avoid. Your Products are not meant for data not related to academics and assessments. Accordingly, You agree that You will not provide to us any social security numbers, financial account numbers, protected health information, driver's license information, passport or visa number, or credit card information.
- 8.2 Data Protection. Data security and privacy of Your Data is important to us and is governed by the provisions here <https://doc.renlearn.com/KMNet/R62068.pdf>, or as Renaissance and You may agree separately, as required by law, or as set forth in the applicable Privacy Notice. We may need to access Your account and any data contained within that account in the event You submit a support request. Any such access will be governed by the Privacy Notice.

9. Indemnification

- 9.1 Renaissance Indemnification. We agree to indemnify You against any Action alleging that Your use of the Products infringes a United States copyright, trademark, or patent. You agree that our indemnification will be limited to paying the amount stated in a final non-appealable judgement or a mutually acceptable settlement agreement. You also agree that we are not responsible for any Action against You relating to: (i) modification of Products by, or directed by, You; (ii) Your continued alleged infringement after being notified; (iii) any third-party software or services; or, (iv) Your use of the Products outside of these Terms. If the Products are enjoined from use, in a final non-appealable decision, we may, at our sole expense and option: (i) negotiate a license for Your continued use of the Products; (ii) replace or modify the Products with non-infringing

Products; or, (iii) terminate Your access to the Products, subject to Your right to terminate. We also reserve the right to modify the Products to avoid potential infringement. **9.2 removed by agreement**

9.2

- 9.3 Indemnification Procedure. Renaissance and You agree: (a) to promptly notify the other in writing of any Action; (b) to provide exclusive control and discretion to the indemnifying party (including choice of counsel and settlement authority); (c) to cooperate (at indemnifying party's expense) with reasonable requests in support of the defense against any Action; and, (d) to refrain from agreeing to and/or acknowledging (i) liability regarding the Products and/or (ii) validity, enforceability or infringement of any Intellectual Property Right asserted against the Products.

- 9.4 Sole Remedy. The indemnity provided in this section shall be Your sole and exclusive remedy regarding Actions based on third-party Intellectual Property Rights.

10. Limitation of Liability and Disclaimer of Warranties

- 10.1 PRODUCTS ARE "AS IS"; NO WARRANTY THAT THEY WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE OR THAT POSSIBLE DEFECTS WILL BE CORRECTED; AND; WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY ARISING FROM COURSE OF DEALING OR PERFORMANCE.

10.2 Limitation of Liabilities.

Provided the laws of Your State permit it, You agree:

- a. to limit our liability to direct damages, specifically excluding liability for any other damages;
- b. to cap our aggregate liability arising out of these Terms to the lesser of (i) Your Fees; or, (ii) \$100,000;
- c. that we have no responsibility for Third-Party Services;
- d. to limit our liability with respect to Professional Services or Deliverables to correction of such Professional Services or Deliverables. If correction is impractical, we will refund the pertinent Fees;
- e. that the fees and rights granted to each party, along with the allocation of risk in these Terms reflect the economic basis of the parties' relationship. Absent the economic basis, these Terms would not have been made.

11. **Force Majeure**. If You or we need to delay (or, fail) to perform an obligation under these Terms due to an act of God or a natural disasters ("**Force Majeure**"), we will avoid

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a potential breach by: (a) promptly notifying the other Party in writing of the Force Majeure; (b) using reasonable efforts to mitigate delay or failure; and, (c) promptly resuming performance after the Force Majeure.

Digitized copies of an original copy of these Terms shall be treated as an original for all purposes.

12. Miscellaneous

12.1 **Entire Agreement.** These Terms constitute the entire agreement between Renaissance and You and supersede all previous agreements. Any changes to these Terms must be in writing and signed by both parties.

12.2 **Severability.** If a provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth herein. You and we agree to substitute a valid provision, most closely approximating the intent of the severed provision.

12.3 **Waiver.** If a party fails to exercise a right (or insists on strict compliance by the other of an obligation) under these Terms, the other may still exercise such right (or insist on compliance). Also, waiver by one party of a particular default by the other is not a continuing waiver that impairs the aggrieved party's rights to subsequent default.

12.4 **Working Through Issues and Governing Law.** If we have a misunderstanding or disagreement, You agree to meet with us to try and work it out. While we hope we can work it out amongst ourselves, if we cannot, then we can use Your state's laws and system to guide us.

12.5 **Notices.** Notices under these Terms shall be in writing and shall be deemed received when delivered (a) in-person, (b) via the USPS, postage prepaid, (c) via UPS, FedEx or DHL, or (d) via e-mail, with receipt of confirmation of delivery, addressed to the addresses set forth in the Quote.

12.6 **Assignment.** The rights and obligations of either party under these Terms may be transferred only with the prior written consent of the other party, except that we reserve the right to assign without restriction to an entity that acquires substantially all of our stock, assets, or business. Upon valid transfer, these Terms inure to the benefit of, and bind, the successors, assigns, heirs, executors and administrators of the parties.

12.7 **Relationship of the Parties.** The parties are independent contractors, having no other business affiliation. Neither party may assume or create any obligation nor make any representation or warranty on behalf of the other Party. There are no third-party beneficiaries to these Terms.

12.8 **Limitation of Action.** Any action by You in connection with these Terms must be brought (a) within two years after the cause of action arose or (b) such longer period of time as required by applicable law.

12.9 **Duplicates.** These Terms may be signed separately by the parties and the signature pages combined to create an original. Authorized electronic signatures are valid.

12.10 **Export Law Assurances.** You may not use or export the Products except as authorized by U.S. law. In particular, You agree not to export the Products (i) into (or to a national or resident of) any U.S. embargoed country (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Products, You represent and warrant that You are not located in, under control of, or a national or resident of any such country or on any such list.

12.11 **Representations.** Each party represents and warrants that it is duly authorized to enter into these Terms.

12.12 **Equitable Rights.** Each party acknowledges that a breach (or threatened breach) of Section 6 (Intellectual Property Rights; Ownership) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damage, entitling it to seek equitable relief, in addition to any other remedy, without posting bond.

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EXHIBIT B

Definitions

"Action" means a third-party claim, suit, or arbitration.

"Products" means the commercial software products (including all related intellectual property) being provided to You under these Terms, including, in all cases, executable program modules thereof, as well as related documentation, Content and computer readable media, regardless of how Products are accessed or used. The Products are set forth in the Quote and shall include all Renaissance Product and related content.

"Authorized User" means Your faculty and staff (including administrators and teachers), students accounted for in Your Quote (including Homebound Students) and the parents of such students.

"Confidential Information" means proprietary, technical, and financial information that one of us discloses to the other. Renaissance confidential information includes trade secrets, technology, information related to our business operations, and any technical information related to the Products or Hosting Services.

"Content" means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Products or Deliverables. For the avoidance of doubt, Content includes any and all original expression in any media, as well as any derivations of such original expressions.

"Deliverables" means any work product or materials to be developed or delivered by Renaissance in connection with the Services.

"Homebound Student" means one of Your students that cannot attend school due to conditions adequately substantiated by a provider or authority in Your jurisdiction.

"Intellectual Property Rights" means worldwide intangible assets including (a) patents (design, utility or other), patent disclosures, Products and inventions (patentable or not), (b) trade and service marks, trade dress, trade names and domain names, including associated goodwill, (c) original expressions in any fixed medium (registered and unregistered) copyrights and copyrightable works (including Products) and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) other intangible assets (registered or unregistered) and (f) Products for, and renewals or extensions of, (a) – (e) and/or similar or equivalent rights or assets.

"Loss" means all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Marks" mean any word(s) and/or symbol(s) used alone or in combination as trade names, trademarks, logos and service marks, in all cases, registered or unregistered.

"Privacy Notice" means the applicable Product Privacy Notice located at www.renaissance.com/privacy - we update these from time-to-time to stay current.

"Products" means the commercial educational online software products being provided to You under this Terms of Service & License Agreement. Our products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, myGDIs and Schoolzilla.

"Professional Services" means those professional services identified in the Quote and further described in **Exhibit B** and any other professional, technical or support services that Renaissance provides to You. Professional Services expire at the end of the Subscription Period.

"Quote" means the quote You and Renaissance signed to provide You access to Your Products during Your Subscription Period.

"Renaissance", "We" or "Us" means Renaissance Learning, Inc., a Wisconsin corporation, and its affiliates, as well as their respective directors, officers, employees, contractors and agents.

"Terms of Service and License" or "Terms" means these Terms of Service and License and the Privacy Policies, as amended by the parties.

"Subscription Period" means the time during which You have access to the Products. The Subscription Period starts on the first date and ends on the last date written in Your Quote, unless these Terms are terminated early by You or us. Then, Subscription Period ends on the date of termination.

"You" means the entity identified in the Quote.

"Your Data" includes: (i) Authorized User rostering information; (ii) Authorized User information or content generated within the Products (ex, scores, assessments, assignments, essays, notes); (iii) Authorized User sign-on information; (iv) student information that You send to Us in connection with a research study request; (v) feedback Your teachers share with Us. Your Data includes both "personally identifiable information" and "personal information" as defined in the applicable Data Protection Legislation. Renaissance

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considers Your Data to include any information that can be used on its own or with other information to identify Your Authorized Users as individuals.

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EXHIBIT C

Additional Terms and Conditions - Professional Services

You agree to the following for any Professional Services ("Training") made available to You either remotely or on-site:

- a. To provide facilities that are conducive to adult learning, including a computer, broadband Internet connection and two-way sound for each of Your participants;
- b. To participate in a pre-planning meeting with us (at least four weeks for on-site; and, at least three days for remote) before the Training, allowing us to tailor the Training content to the specific needs of Your participants. We will focus our Training on learning outcomes agreed to during the pre-planning meeting. We will also strive to adapt our Training to meet needs raised at the Training;
- c. To absorb actual out-of-pocket travel expenses incurred due to Your last-minute rescheduling or cancellation of the Training and to pay a one-time cancellation fee of up to \$750;
- d. To use any Professional Services within the Subscription Period. Otherwise, You risk losing those services;
- e. To our using third parties to assist with Renaissance-provided Professional Services (we will be responsible for ensuring their integrity and compliance with these Terms, as well as their compensation and expenses);
- f. To refrain, without our written consent, from recording the Training and from copying any materials or Content.

Renaissance 2021 catalog and price list

Following are the pricing options for Renaissance solutions and services. Please note that prices and offerings are subject to change. For additional product details and complete portfolio, please access our website at www.renaissance.com. Renewals are subject to annual student subscription and platform fees. Please contact your Renaissance account executive for a detailed quotation.

Renaissance student learning solutions

Table 1. Assessments pinpoint students' needs, growth, and performance against milestones.

Item	Cost	Comments
Star 360		
Star 360 one-time fee	\$1,599.00	One-time per-school fee for first-time users, per site.
Star 360 subscription*	\$14.60	Per student price. A minimum of 100 students per site is required.
Star Early Literacy		
Star Early Literacy one-time fee	\$1,599.00	One-time per-school fee for first-time users, per site.
Star Early Literacy subscription*	\$5.10	Per student price. A minimum of 100 students per site is required.
Star Reading		
Star Reading one-time fee	\$1,599.00	One-time per-school fee for first-time users, per site.
Star Reading subscription*	\$5.10	Per student price. A minimum of 100 students per site is required.
Star Math		
Star Math one-time fee	\$1,599.00	One-time per-school fee for first-time users, per site.
Star Math subscription*	\$5.10	Per student price. A minimum of 100 students per site is required.
Star Custom		
First-time purchase	\$1,599.00	One-time per-school fee for first-time users, per site.
Star Custom student subscription*	\$8.20	Per student price. A minimum of 100 students per site is required.
Star CBM		
Star Elementary Suite subscription*	\$12.25	Per student price for Star Early Literacy, Star Reading, and Star Math with Star CBM Reading and Star CBM Math (Inc. Spanish versions). A minimum of 100 students per site is required.
Star CBM Math and Reading suite subscription*	\$6.15	Per student price for suite of Star CBM Math and Star CBM Reading. A minimum of 100 students per site is required.
Star CBM Reading*	\$4.10	Per student price for Star Reading CBM. A minimum of 100 students per site is required.
Star CBM Math*	\$4.10	Per student price for Star Math CBM. A minimum of 100 students per site is required.

Item	Cost	Comments
myIGDIs assessments		
myIGDIs Rostering Service	\$1,000.00	Fee for orders between 200-5,000 students.
myIGDIs Assessments student subscription	\$5.00	Per student price. A minimum purchase of 30 students per site is required.
myIGDIS Print Kit – Early Literacy 1.0	\$225.00	Includes print materials to support a single classroom.
myIGDIs Print Kit – Early Literacy – English 2.0	\$225.00	Includes print materials to support a single classroom.
myIGDIs Print Kit – Early Numeracy	\$225.00	Includes print materials to support a single classroom.
myIGDIs Print Kit – ProLADR	\$225.00	Includes print materials to support 30 students.
myIGDIs Print Kit – Early Literacy /P3	\$225.00	Includes print materials to support a single classroom.
myIGDIs Print Kit – Early Literacy – Spanish	\$225.00	Includes print materials to support a single classroom.
myIGDIs record forms – Early Literacy+ (English) 2.0	\$30.00	Student observation record forms for a single classroom.
myIGDIs record forms – Early Numeracy	\$30.00	Student observation record forms for a single classroom.
myIGDIs record forms – Early Literacy+ (Spanish) 2.0	\$30.00	Student observation record forms for a single classroom.

* Renaissance web platform service fees also apply. Please refer to table 6 for details.

Table 2. Reading practice solutions help track students’ comprehension, words read, and time spent reading.

Item	Cost	Comments
Accelerated Reader		
Accelerated Reader one-time fee	\$1,599.00	One-time per-school fee for first-time users, per site.
Annual student subscription fees*	\$7.35	Per student price. A minimum of 100 students per site is required.
Bookguide		
Bookguide annual subscription	\$208.00	Per school annual subscription.
Bookguide annual subscription renewal	\$93.25	Per school annual subscription renewal.
myON Reader		
myON Reader annual subscription	\$15.00	Per student price. Purchase must be for total site enrollment and there is a minimum of 100 students per site required.
myON Reader annual license, Tier 1	\$3,468.00	An annual, per school, license for grades pre-K–12 (1–149 students per school).
myON Reader annual license, Tier 2	\$7,089.00	An annual, per school, license for grades pre-K–12 (150–349 students per school).

Item	Cost	Comments
myON Reader annual license, Tier 3	\$7,089.00	An annual, per school, license for grades pre-K–12 (350–499 students per school).
myON Reader annual license, Tier 4	\$7,089.00	An annual, per school, license for grades pre-K–12 (500–749 students per school).
myON Reader annual license, Tier 5	\$7,089.00	An annual, per school, license for grades pre-K–12 (750+ students per school).
myON with Star Connection (Existing myON customers, please contact your Sales Executive for options.)		
Annual student subscription fee	\$15.00	An annual, per student price. myON Reader with Star connection (versus Lexile); Star Reading and/or Star Early Literacy subscription purchased separately. Purchase must be for total site enrollment and there is a minimum of 100 students per site required.
myON News		
myON News annual subscription	\$3.99	Per student price. Purchase must be for total site enrollment and there is a minimum of 100 students per site required.
myON News annual license, tier 1	\$1,479.00	Five news articles per day, five days per week, 52 weeks per year. (1-149 students per school).
myON News annual license, tier 2	\$1,785.00	Five news articles per day, five days per week, 52 weeks per year. (150–349 students per school).
myON News annual license, tier 3	\$1,989.00	Five news articles per day, five days per week, 52 weeks per year. (350–499 students per school).
myON News annual license, tier 4	\$2,499.00	Five news articles per day, five days per week, 52 weeks per year. (500–749 students per school).
myON News annual license, tier 5	\$2,805.00	Five news articles per day, five days per week, 52 weeks per year. (750 or more students per school).

* Renaissance web platform service fees also apply. Please refer to table 6 for details.

Table 3. Partner publisher collections allow schools to add more titles to their myON Reader libraries.

myON add-on publishers for elementary and middle/high school (1-year license)
Expand your core library with targeted add-on collections from our partner publishers. Titles range from pre-K through grade 12, in a mix of fiction and nonfiction and support literacy and teaching goals across the curriculum. Together, these add-on collections offer more than 7,000 additional titles to enhance your myON Reader subscription and help meet specific learning goals for students. Please access our current collection at https://www.renaissance.com/myon-digital-library/?tab=publishers .

Table 4. Personalized instruction and practice with assessments to help students achieve skills mastery.

Item	Cost	Comments
Math Growth Solution—Freckle Math with Star Math (renewals only)		
Freckle Math Annual student subscription fees	\$15.00	Per student price for Freckle Math and Star Math. A minimum of 100 students per site is required.

Item	Cost	Comments
Math Growth Solution 360—Freckle Math with Star 360 (renewals only)		
Annual student subscription fees	\$22.00	Per student price for Freckle Math and Star 360. A minimum of 100 students per site is required.
Freckle		
Freckle Math student subscription	\$15.00	Per student price. A minimum of 100 students per site is required if purchased as a stand-alone subject.
Freckle ELA student subscription	\$15.00	Per student price. A minimum of 100 students per site is required if purchased as a stand-alone subject.
Freckle Social Studies student subscription	\$5.00	Per student price. A minimum of 100 students per site is required if purchased as a stand-alone subject.
Freckle Science student subscription	\$5.00	Per student price. A minimum of 100 students per site is required if purchased as a stand-alone subject.
Freckle add-on ELA		
Freckle ELA add-on subject student subscription	\$9.00	Per student price. A minimum of 100 students per site is required as an add-on subject.
Freckle Services		
Freckle Data Map Upload	\$249.99	Cost is per-site, per-upload. Multiple subjects can be included in a single upload.

Table 5. Phonics and comprehension programs

Item	Cost	Comments
Lalilo		
Lalilo 100-248 students	\$20.00	Annual, per-student pricing. 100 student minimum per school.
Lalilo 250-499 students	\$15.00	Annual, per-student pricing. 100 student minimum per school.
Lalilo 500-999 students	\$12.00	Annual, per-student pricing. 100 student minimum per school.
Lalilo 1,000+ students	\$10.00	Annual, per-student pricing. 100 student minimum per school.

Table 6. K–12 data platform that brings school data into focus.

Item	Cost	Comments
Schoolzilla		
Schoolzilla Standard	\$4.00	Annual, per-student pricing based on the total student enrollment of the entire district. Includes REN, state assessment, and SIS connectors. 1,000 student minimum purchase.
Schoolzilla Professional	\$7.00	Annual, per-student pricing based on the total student enrollment of the entire district. Includes all supported connectors. 1,000 student minimum purchase.
Schoolzilla Enterprise	\$10.00	Annual, per-student pricing based on the total student enrollment of the entire district. Includes all supported connectors and a data warehouse. 1,000 student minimum purchase.

Item	Cost	Comments
Schoolzilla Services		
Schoolzilla initial services for Small districts (up to 4,999 students)	\$6,750.00	Set-Up: 3 one-hour set up meetings over 4-8 weeks. Impact Management: 1 strategic kickoff meeting and 5 additional meetings to support district data champions with strong implementation and adoption. PD: 1 virtual learning session – Intro to Schoolzilla for District Leaders.
Schoolzilla initial services for Small districts (up to 4,999 students) - renewal	\$1,950.00	Impact Management: bi-monthly customer support meetings. PD: 1 virtual learning session.
Schoolzilla initial services for medium districts (5,000 – 19,999 students)	\$13,050.00	Set-Up: 4 one-hour set up meetings over 4-8 weeks. Impact Management: 2 strategic kickoff meeting and 10 additional meetings to support district data champions with strong implementation and adoption. PD: 1 virtual learning session – Intro to Schoolzilla for District Leaders; 1 6-hour onsite – Intro to Schoolzilla for School Leaders
Schoolzilla initial services for medium districts (5,000 – 19,999 students) - renewal	\$4,350.00	Impact Management: monthly customer support meetings. PD: 3 virtual learning sessions.
Schoolzilla initial services for large districts (20,000 – 49,999 students)	\$23,850.00	Set-Up: 1 6-hour onsite visit; 3 one-hour set up meetings over 4-8 weeks. Impact Management: 2 6-hour onsite visits; twice-monthly meetings to support district data champions with strong implementation and adoption. PD: 2 virtual learning sessions – Intro to Schoolzilla for District Leaders; 2 6-hour onsites – Intro to Schoolzilla for School Leaders Equity Data: 1 Virtual Equity Briefing (consult & delivery).
Schoolzilla initial services for large districts (20,000 – 49,999 students) - renewal	\$14,775.00	Impact Management: 1 6-hour onsite visit; monthly customer support meetings. PD: 3 virtual learning sessions. Equity Data: 1 Virtual Equity Briefing (consult & delivery).
Schoolzilla Custom Services (50,000+ students)	Call for quote	Contact Renaissance for service bundle options.

Table 7. Renaissance technical services pricing.

Technical service	Year 1 cost	Renewal cost	Comments
Renaissance web platform service (required)	\$750.00		Annual per-school platform fee (regardless of number of Renaissance hosted applications the school uses).
Custom data integration Level 1	\$15,000.00	\$5,000.00	50,000+ subscriptions.
Custom data integration Level 2	\$12,500.00	\$4,375.00	25,001 – 50,000 subscriptions.
Custom data integration Level 3	\$10,000.00	\$3,750.00	15,001 – 25,000 subscriptions.

Custom data integration Level 4	\$7,500.00	\$3,125.00	1,501–15,000 subscriptions.
Custom data integration Level 5	\$5,000.00	\$2,500.00	Up to 1,500 subscriptions.
Custom Reports	\$5,000.00	\$1,000.00	Prices per product, per report for customer specific data extracts or reports.
Support Services - Silver Level	\$25,000.00		Annual, Tier 1 and Tier 2 personalized support catered to customer needs.
Support Services – Platinum Level	\$50,000.00		Annual, Tier 1 and Tier 2 personalized support catered to customer needs. Dedicated assignment of senior support representative, for one key point of contact.
Data Extraction	\$699.00	\$325.00	For automatic raw data SFTP pulls with no customization. Prices are per product, per report.

Renaissance professional services

Table 8. Professional development equips educators with the skills they need to ignite academic growth.

Project development services	Cost	Description of services
Project Management		
Community project manager	\$175,000.00	Includes 12 on-site client visits, community outreach meetings, parent connections, and weekend and special events; as needed.
District consultant	\$150,000.00	Includes 26 on-site client visits.
Level I project manager	\$100,000.00	Includes four on-site client visits (960 hours per year).
Level II project manager	\$50,000.00	Includes two on-site client visits (480 hours per year).
Level III project manager	\$25,000.00	Includes two on-site client visits (240 hours per year).
Pilot project manager – 30 days	\$7,500.00	Includes one to two on-site client visits (20 hours per week).
Pilot project manager – 60 days	\$15,000.00	Includes one to two on-site client visits (20 hours per week).
Pilot project manager – 90 days	\$20,000.00	Includes one to two on-site client visits (20 hours per week).
Remote Services		
Annual coaching service	\$1,500.00	Includes six sessions and is available at the district or school level.
Webinar – 90 minutes	\$450.00	One 90-minute session that is available to cover topics including product navigation, classroom integration strategies, data analysis, and advanced product features.
Hourly coaching	\$300.00	One 60-minute remote session that is available at the district or school level.
Renaissance-U	\$1,299.00	Per site purchase for less than 12-months. Coaching sessions not included, can be purchased separately.

Project development services	Cost	Description of services
Renaissance-U Level 1	\$1,800.00	Annual per site purchase. Includes four coaching sessions for more than 80 schools.
Renaissance-U Level 2	\$1,500.00	Annual per site purchase. Includes two coaching sessions for 40–80 schools.
Renaissance-U Level 3	\$1,200.00	Annual per site purchase. Includes two coaching sessions for 25–39 schools.
Renaissance-U Level 4	\$900.00	Annual per site purchase. Includes one coaching session for 3–24 schools.
Renaissance-U Level 5	\$600.00	Annual per site purchase. Includes one coaching session for fewer than three schools.
Onsite services		
6-hour on-site day	\$3,000.00	Available for each of the Renaissance products and solutions. Topics may include navigation, classroom integration strategies, and advanced features and their usage to assist educators in using Renaissance solutions with fidelity. Includes a scheduled 30-minute planning call with key contact(s) to identify needs and desired learning outcomes. The six-hour day may be a single, full-day session for up to 30 participants or divided into sections to serve small groups.
8-hour on-site day	\$3,300.00	Available for each of the Renaissance products and solutions. Topics may include navigation, classroom integration strategies, and advanced features and their usage to assist educators in using Renaissance solutions with fidelity. Includes a scheduled 30-minute planning call with key contact(s) to identify needs and desired learning outcomes. The eight-hour day may be a single, full-day session for up to 30 participants or divided into sections to serve small groups.
Champion's Academy		
Champions' Academy (modeled learning)	\$8,200.00	Includes three on-site days for up to 30 participants and access to Renaissance-U.