

# TIPS VENDOR AGREEMENT

Between Edlio, LLC. and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFP 220105 Technology Solutions, Products 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 contract, agreement, or 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. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

## **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 five (5) 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 five-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 “five-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

**“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 five years.

**Example:** If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

**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, 2026 in this example.

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

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

**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](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](mailto: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](mailto: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](mailto:bids@tips-usa.com)

### Insurance Requirements

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

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$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](mailto: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 220105 Technology Solutions, Products and Services

Company Name Edlio, LLC

Address PO Box 9978

City Glendale State CA Zip 91226

Phone 877-623-7200 Fax 888-682-4062

Email of Authorized Representative lauren@edlio.com

Name of Authorized Representative Lauren Goldberg

Title Sales Solutions Manager

Signature of Authorized Representative *Lauren Goldberg*

Date Feb 18, 2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature *David Wayne Fitts*

Approved by ESC Region 8 *David Wayne Fitts*

Date 5-23-2022

## **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.



## 220105 Addendum 1 Edlio Supplier Response

### Event Information

Number: 220105 Addendum 1  
Title: Technology Solutions, Products and Services  
Type: Request for Proposal  
Issue Date: 1/6/2022  
Deadline: 2/25/2022 03:00 PM (CT)  
Notes:

**IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("200105") OR 210101 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("210101"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 OR 210101 AT THIS TIME. IF YOU HOLD 200105 OR 210101, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 OR 2101101 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.**

**IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO NOT HOLD 200105 OR 2101101, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.**

**TIPS 190103 Web and Cloud Computing Services**

· **TIPS 181203 Management Software and Services**

· **TIPS 181204 Notification Systems**

**TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.**

## **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](mailto:bids@tips-usa.com)

## Edlio Information

Address: 12910 Culver Blvd.  
Suite I  
Los Angeles, CA 90066  
Phone: (310) 598-2846  
Fax: (310) 598-2846  
Toll Free: (877) 623-7200  
Web Address: [www.edlio.com](http://www.edlio.com)

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

Sara Cannon

*Signature*

*Submitted at 2/25/2022 12:57:05 PM*

[sara@edlio.com](mailto:sara@edlio.com)

*Email*

## Requested Attachments

### Agreement Signature Form

220105 Agreement Signature Form - signed.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.

### 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.

### Pricing Form 2

220105\_Pricing\_Form\_2\_-\_Edlio,\_LLC\_FINAL.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

Edlio Reference Form - Final.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.

### 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>.

### Proposed Goods and Services

TIPS - Edlio LLC Products and Services Catalog.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.

**Vendor Agreement**

220105 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.

**Pricing Form 1**

220105\_Pricing\_Form\_1\_-\_Edlio,\_LLC FINAL.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.

**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.

**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

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

No response

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

**Disclosure of Lobbying Activities Standard Form LLL**

No response

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**

220105 CONFIDENTIALITY CLAIM FORM - SIGNED.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**

Edlio 2022 W-9 (1).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.

**Bid Attributes**

<b>1</b>	<p><b>Yes - No</b></p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="NO"/></p>
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2	<p><b>Yes - No</b></p> <p>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 <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a>.</p> <p>Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <p><input type="text" value="No"/></p>
3	<p><b>Yes - No</b></p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p><input type="text" value="Yes"/></p>
4	<p><b>States Served:</b></p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p><input type="text" value="N/A"/></p>
5	<p><b>Company and/or Product Description:</b></p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p><input type="text" value="We build school websites, payment processing systems, mass communication tools, and custom mobile apps that help schools engage their communities and build trust. We power over 16,500 schools on our products and services, and have been creating exclusively K-12 technology for over 20 years – our products were built for educators, by educators. Simplicity and versatility define our platforms so you can focus on what matters most - creating an even better education for your students."/></p>
6	<p><b>Primary Contact Name</b></p> <p>Primary Contact Name</p> <p><input type="text" value="Lauren Goldberg"/></p>
7	<p><b>Primary Contact Title</b></p> <p>Primary Contact Title</p> <p><input type="text" value="Sales Solutions Manager"/></p>
8	<p><b>Primary Contact Email</b></p> <p>Primary Contact Email</p> <p><input type="text" value="lauren@edlio.com"/></p>
9	<p><b>Primary Contact Phone</b></p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p><input type="text" value="7039674018"/></p>
10	<p><b>Primary Contact Fax</b></p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p><input type="text" value="No response"/></p>

<b>1</b> <b>1</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7039674018"/>
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<b>1</b> <b>2</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Sara Cannon"/>
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<b>1</b> <b>3</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Sales and Proposal Specialist"/>
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<b>1</b> <b>4</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="sara@edlio.com"/>
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<b>1</b> <b>5</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5123687407"/>
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<b>1</b> <b>6</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>1</b> <b>7</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8176766847"/>
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<b>1</b> <b>8</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Edlio Accounts Payable"/>
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<b>1</b> <b>9</b>	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="edlio-ap@edlio.com"/>
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<b>2</b> <b>0</b>	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5123689358"/>
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<b>2</b> <b>1</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Edlio Accounts Receivable"/>
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<b>2</b> <b>2</b>	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="accountsreceivable@edlio.com"/>
<b>2</b> <b>3</b>	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5123689358"/>
<b>2</b> <b>4</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="www.edlio.com"/>
<b>2</b> <b>5</b>	<b>Entity D/B/A's and Assumed Names</b> Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="Edlio, Edlio, LLC, OSMS, Online School Management Systems, LLC, Acelo Solutions, LLC, eChalk Inc."/>
<b>2</b> <b>6</b>	<b>Primary Address</b> Primary Address <input type="text" value="PO Box 9978"/>
<b>2</b> <b>7</b>	<b>Primary Address City</b> Primary Address City <input type="text" value="Glendale"/>
<b>2</b> <b>8</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input type="text" value="CA"/>
<b>2</b> <b>9</b>	<b>Primary Address Zip</b> Primary Address Zip <input type="text" value="91226"/>
<b>3</b> <b>0</b>	<b>Search Words:</b> 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.) <input type="text" value="Websites, CMS, content management system, mass communication, mass call, robo call, payments, school payments, school bookkeeping, school activity funds, student fee management, internal funds accounting, eCommerce, forms, web forms, hosting, website hosting, cloud-based hosting, design, school payments &amp; donations, online school stores, Teacher receipting, Ticket management, Student invoicing, Online school care, e-Forms with complementary CMS website services, EPES – web-based school activity fund accounting solution"/>

<b>3</b> <b>1</b>	<b>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?</b> <p>Most of our members receive Federal Government grants or other funding 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, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.</p> <p>Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?</p> <input type="text" value="Yes"/>
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<b>3</b> <b>2</b>	<b>Yes - No</b> <p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p> <p>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.</p> <input type="text" value="No"/>
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<b>3</b> <b>3</b>	<b>Company Residence (City)</b> <p>Vendor's principal place of business is in the city of?</p> <input type="text" value="Glendale"/>
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<b>3</b> <b>4</b>	<b>Company Residence (State)</b> <p>Vendor's principal place of business is in the state of?</p> <input type="text" value="California"/>
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**3  
5 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. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

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

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6 MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

**3  
7 Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on 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.

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8 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.

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**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.

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**TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

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**Additional Discounts?**

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

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**Years in Business as Proposing Company**

Years in business as proposing company?

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**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).

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**Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

**4** **NON-COLLUSIVE BIDDING CERTIFICATE**

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

**6** 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** **Filing of Form CIQ**

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

**4** **Regulatory Standing**

**8** 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** **Regulatory Standing**

**9** Regulatory Standing explanation of no answer on previous question.



**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.

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## 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.

Yes

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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, audiotope, 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.

Yes, I certify (Yes)

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### **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 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 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?

**5 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 \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 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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**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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**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?

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**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**  
**1** **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** **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**  
**3** **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** **2 CFR PART 200 Contract Cost & Price**

4 For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

**6** **FEMA Fund Certifications**

5 Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

**6** **Certification of Compliance with the Energy Policy and Conservation Act**

6 When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

**6**  
**7** **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**  
**8** **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**  
**9** **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.



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**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.

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**Indemnification**

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?

Yes, I Agree (Yes)

**7  
2 Remedies**

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?

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3 Remedies Explanation of No Answer**

**7  
4 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?

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5 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?

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6** **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?

Yes, I Agree

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7** **Infringement(s) Explanation of No Answer**

*No response*

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8** **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.

Yes, I Agree (Yes)

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9** **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?

Yes, I Agree (Yes)

## 80 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 & 22.08341. 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](mailto: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

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

**2** 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.

**8** **Texas Government Code 2270 & 2271 Verification Form**

**3** Texas Government Code 2270 & 2271 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 2271 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 prohibited by Texas Government Code 2270 or 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**

**4** 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)

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**Solicitation Deviation/Compliance**

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

Yes

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**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.

No response

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**Agreement Deviation/Compliance**

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

Yes

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**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.

No response

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**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.

B. Firm not owned nor operated by felon; per above

**90** **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).

**91** **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 upload 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". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED 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 bids@tips-usa.com.

**92** **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

**93** **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.

**94** **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.

**95** **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 6 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 7 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 8 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](mailto: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 9 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.

**1 0 0 0 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**101 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**102 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:**

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**103 Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

## ADDENDUM NO. 1 TIPS 220105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

This Addendum #1 ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Page 7 of the solicitation attachment entitled "220105 RFP Specifications." The original Page 7 of the solicitation attachment entitled "220105 RFP Specifications" mistakenly stated at the top of the page that, "This solicitation is seeking providers for: Safety Equipment, Supplies and Services." This Addendum No. 1 corrects it to properly state, "This solicitation is seeking providers for: Technology Solutions, Products and Services."



**Required Confidential Information Status Form**

Edlio, LLC

Name of company

Lauren Goldberg, Sales Solutions Manager

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

PO Box 9978

Glendale

CA

91226

703-967-4018

Address

City

State

ZIP

Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

**ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW**

**OPTION 1:**

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

**IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.**

**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**OR**

**OPTION 2:**

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Lauren Goldberg Digitally signed by Lauren Goldberg Date: 2022.02.25 13:53:27 -05'00' Date 2-25-2022



# Edlio, LLC. Product & Services Catalog

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# Introduction

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Edlio is a K-12-Specialized turnkey solution for school communications and admin software; our three major products are Edlio Websites, Edlio Broadcast, and OSP by Edlio. Edlio Websites run on our proprietary Content Management System. With Edlio Websites, we provide website design, website hosting, and ongoing technical support services that are bundled into one price. Edlio Broadcast is our one-way communication tool that centralizes all communication channels into one location. OSP by Edlio is our comprehensive K-12 payments solution.

For the purposes of this RFP, we are submitting these three major products, plus our other K-12 technology services and resources:

- School webmaster services
- School branding services
- eLearn (our professional development program)
- The Branded Mobile App by Edlio

## **EDLIO WEBSITES**

Edlio offers beautiful, accessible websites with built-in newsletter features, content management, digital forms, calendars, teacher pages, Google integrations, and more. They're easily maintained and can be updated by non-tech school staff. Initial training for administrators and teachers is included, along with a free mobile app, the School News App. Options for design include Sketch, Gallery, and Portrait. A designated project manager guides new schools through a project build, and ongoing training and support is included through an assigned representative and our technical support team.

## **EDLIO BROADCASTS**

Broadcast is a multi-channel message delivery platform. Schools can quickly reach out to parents or other interested parties about news and events in and around the school and classroom. Broadcasts delivers messages to cell phones, land lines, and email addresses.

## **OSP BY EDLIO**

OSP by Edlio is our full modular software suite for schools to take payments; payments can be processed through an online store as well as in-person. OSP by Edlio features built-in fraud protection and school accounting features that meet and exceed both public school accounting and PCI compliance. Payment methods include cash, check and credit card with unique school specific features.

Edlio is proud to offer the eCommerce store module, Online School Payments, free of charge. Beyond our free payment option, we offer advanced integrations and upgrades. Some of these include K-12 General Ledger Accounting (School Activity Funds, Associated Student Body Funds) software, SIS Integration, Library Fee Processing, Cafeteria Payments, and School Care.

## **ELEARN**

Edlio is pleased to offer eLearn, our professional development program for administrators, teachers, and anyone in between who is involved in the business of making a school's online presence better. Choose from one of three packages, each with different bundles of courses or 1:1 conversations with our Edlio experts, and then choose from our list of courses to customize your training and development program for you and your staff.

## **SCHOOL WEBMASTER SERVICES**

Running a school website can be hard, even with tools as easy as Edlio's and knowledge from our eLearn program. That's why we're thrilled to offer school webmaster services for busy admins and anyone who needs a little help keeping things going.

## **SCHOOL BRANDING SERVICES**

Edlio is proud to have over a decade of experience creating school and district websites. We are versed in current trends and best practices and can help you create branding for your school or district. You can purchase different solutions of branding, from individual to cohesive, to get a great new look for your brand.

## **BRANDED MOBILE APP BY EDLIO**

Get your community's complete and central resource (your website!) in an app, available 24/7 in the palm of your hand. You'll get a centralized hub to share your school spirit that's branded with your logo, colors, & more. This is a richer alternative to the School News App by Edlio.

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We hope with the rest of the proposal to further detail these products and illustrate their fit for TIPS customers.





## Company History

Edlio, LLC has been making K-12 websites for over 20 years. In 2001 our CEO, Ali Arsan, built his first website for New Dorp High School in Staten Island, NY (who are still our client). After years of launching K-12 websites across the state of New York, Ali had a vision to bring accessible web tech to K-12 schools nationally and perhaps even internationally, founding Edlio, LLC in 2011. Starting with a small office of seven, Edlio products evolved to be easy to implement and maintain while keeping the commitment to providing each client with a beautifully unique, personalized site and partner experience. Since then, we've grown to over 130 full time employees and currently support over 16,000 schools across the United States, Mexico, and Canada. Edlio acquired Scholantis in 2017 to expand its presence in North America to Canada. In 2019 Edlio acquired Online School Management Systems, LLC, which expanded its product offerings to the K-12 payments and school accounting sector. Most recently, Edlio acquired eChalk in April of 2021, which brought together two of the leading providers of accessible school websites and combined decades of experience to better serve school communities. Edlio's goals for the future involve continuing to offer innovative tools for administrators and parents alike to increase transparency, communication, and trust for K-12 across the globe.

Edlio is a limited liability company (LLC) and its legal name is Edlio, LLC. Ownership is divided between Ali Arsan, CEO (Po Box 9978, Glendale, CA, 91226) and the partners of LLR Partners (Cira Center, 2929 Arch St, Philadelphia, PA, 19104). Our headquarters address is PO Box 9978, Glendale, CA, 91226 and our primary place of business/headquarters is in Los Angeles, California. Our workforce is remote, but employees are based in hubs in Los Angeles as well as Austin, TX, Sterling, VA, Vancouver, BC, Canada, and Mexico City, Mexico. We also have employees in metro areas such as Indianapolis, Chicago, and Nashville.

Here's a little more about our leadership:

### ***Ali Arsan, Chief Executive Officer***

After a decade building his first educational tech company, Ali founded Edlio in 2011. He still loves personally meeting educators and learning how tech can help their communities.

### ***Anni Baghdasarian, President***

Anni is dedicated to providing schools and districts with the tools they need for effective communication. She ensures that Edlio has the right processes and personnel to continually improve the team's performance.

***Prashant Nadarajan, Chief Technology Officer***

An engineering and product management veteran, Prashant captains the tech and product teams.

***Rodrigo Alarcón, SVP of Sales***

Rodrigo has led education-focused companies since 2009 and is passionate about connecting all schools to their communities through tech.

***Jonathan Elhardt, VP of Sales Development***

Formerly from North Dakota, Jonathan has a deep background in sales force leadership and teaches business strategy at Santa Monica College.

***Margarett Gaal, VP of People***

With her proven record of accomplishments in HR management, Margarett oversees People Operations for Edlio, supporting the growth of talent internally while also recruiting new team members.

***Yvonne Miller, EVP of Client Services***

As a former schoolteacher, Yvonne's focused on ensuring that Edlio's work leads to improved school and student outcomes for all clients.

# Partnerships and Portfolio

Edlio powers over 16,500 websites across North America and Latin America. In addition to the projects listed in our references document, Edlio has several partnerships and cooperatives, past and present.

## **TECHNOLOGY PARTNERS**

### **Aeries**

Since opening in 1995, Aeries Software has successfully implemented the Aeries® Student Information System in over 600 public school districts and education agencies becoming the state's most popular SIS software. Their unmatched experience in the development, implementation, and support of K-12 SIS applications enables them to provide superior and cost-effective products and services.

### **Powerschool**

PowerSchool SIS is a leading student information system software solution for educational institutions. Power your school operations with innovative, easy-to-use technology that plays a central role in K-12 education.

### **EPES**

Edlio Pay has partnered with EPES to offer their EPES Web Accounting Software, seamlessly integrated with your OSP suite. EPES tools are trusted by over 16,000 schools throughout the United States, and EPES' popular Web Accounting Software is a complete digital solution for managing school activity funds at the school or district level.

## **EXCLUSIVE PARTNERSHIPS**

### **APSRC – Arkansas Public School Resource Center**

Edlio is the Exclusive Website and Payment Vendor for the Arkansas Public School Resource Center. APSRC is a service-oriented, nonprofit membership organization that offers technical support, resources, and training. Their mission is to support the improvement of public education.

### **ESC Region 20**

Edlio has an exclusive partnership with Region 20 Educational Service Center. ESC-20 in Texas responds to the needs of its partners by providing an array of programs and services in the areas of administration, business support, certification and recruitment, curriculum, instruction and assessment, health and safety, professional development, specialized services, and technology. Their objective is to inform educators about their offerings, and to broaden channels of communication with their partners.

## **ESC Region 16**

The mission of Region 16 is enhancing student success by providing quality services. The Texas Panhandle consists of 61 school districts and three charter schools with 226 campuses in a 26,000 square mile area. Amarillo is the economic and geographic center of the Panhandle. Region 16 school districts have an average daily attendance of over 80,000 students, with individual districts ranging from fewer than 30 to more than 29,000 students and the total regional school staff numbering more than 11,400. Region 16 Education Service Center will be an indispensable part of the educational community.

## **PREFERRED PARTNERSHIPS**

### **ESC Region 5**

Edlio has a Preferred Partnership with Region 5 Educational Service Center to offer special pricing on all Edlio products to its members in Southeast Texas. Serving approximately 87,000 students and more than 6,100 educators, the mission of Region 5 ESC is to assist school districts in improving student performance while promoting greater efficiency and effectiveness.

### **ESC Region 7**

Region 7 Education Service Center is devoted to assisting school districts in improving student performance, enabling school districts to operate more efficiently and economically, and implementing initiatives assigned by the legislature or the commissioner. Region 7 serves 95 school districts, 7 charter schools, and 13,305 square miles in 17 East Texas counties.

## **OTHER PARTNERSHIPS AND COOPERATIVES**

### **Colonial IU 20**

Colonial IU 20's mission is to develop positive relationships that support student growth, are responsive to stakeholders' crucial needs, and demonstrate results through services and programs for students. CIU 20 serves 13 Pennsylvania school districts and 3 career and technical centers in Northampton, Monroe, and Pike Counties.

### **BVIU – Beaver Valley Intermediate Unit**

Beaver Valley Intermediate Unit (BVIU) provides needed and requested services to its Pennsylvania member school districts. When services needed by children, teachers, and administrators cannot be provided as effectively and economically by individual school districts, BVIU's specialized staff and services are made available to school districts with maximum cost effectiveness.

### **RISSA**

The MISSION of the Rhode Island School Superintendents' Association (RISSA) is to act through leadership, support and advocacy to ensure the highest quality education for all children. Edlio is proud to be the Exclusive Partner of RISSA providing websites to its members at a special discounted price.

## **Washington-Saratoga-Warren-Hamilton-Essex Board of Cooperative Educational Services - WSWHE BOCES**

WSWHE BOCES serves 31 school districts in a five-county region. WSWHE BOCES provides educational services for students of all age levels and abilities. The mission of the Washington-Saratoga-Warren-Hamilton-Essex BOCES is to provide cost-effective shared educational programs and services that complement component school districts in strengthening the quality of living and learning in their communities.

### **Sourcewell**

Sourcewell is a cooperative purchasing group that issues competitively solicited RFPs to help public school districts and other governmental agencies like yours in their procurement. Our contract vehicle is [#042020-ONL](#).

### **BuyBoard**

School districts, cities, counties, and other governmental entities in Texas participate in the Local Government Purchasing Cooperative and have relied on BuyBoard as a trusted and experienced cooperative purchasing source for years.

### **TIPS**

Edlio has been a proud TIPS Vendor for many years and holds the current contract for this solicitation at the time of this writing.

# Products and Services

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Edlio is excited by the opportunity to submit our newest products and update our existing ones to TIPS. We've been in the business of K-12 technology for over 20 years and are always striving to improve and add to our products.

The following pages will contain the descriptions of Edlio's major products and services. In addition to our CMS product and front-end website designs, we offer a robust K-12 payments suite (OSP by Edlio), a one-way mass messaging tool (Broadcast), and our new Branded Mobile App. We also offer two new professional services: School Webmaster Services, for when running a site is still a challenge; and School Branding Services, when you need a new look and feel for your online presence and want to turn to a vendor you already trust to make it for you.

Take a look at our products in the following pages; we hope you like them as much as we do.

# Edlio Websites

Edlio's Content Management System (CMS) is an easy-to-navigate, and feature-rich product that combines powerful tools with user-friendly interface. Non-technical staff will find it easy to use, while administration will appreciate its capabilities.

All Edlio Websites include:



## Accessibility Settings

Includes an alt text setting, automatic captioning and transcripts for videos, and more.



## Email and Newsletter Sender

Send unlimited mass emails and newsletters to your contact lists.



## Forms

Add permission slips, applications, and other forms with a drag and drop form builder to your website.



## Integrations

Includes Google Calendar, Classroom, Docs, and Analytics; Office 365 Calendar and OneDrive; Dropbox; Twitter; and Facebook.



## School News App

App for parents to receive news updates, view calendars, and push notifications.



## Social Media Manager

Connect accounts to post and schedule to Facebook and Twitter.



## Single Sign-on (SSO)

Access your site securely using your Google or Microsoft Office 365 credentials.



## Teacher and Class Page Subscriptions

Allow parents and students to sign up for daily email summaries with homework and teacher posts.

## PLUS:

- Alumni Directory
- Bell Schedules
- Bulletin Board
- Calendars
- Contact Lists
- Employment/Volunteer Opportunities
- Facilities
- Food Menu
- Homepage Widgets
- Links
- News and Alerts
- Password-Protected Sections
- Photo Shuffles
- Photos
- Posts
- Publications
- Quick Poll
- Site Navigation (with mega menus)
- Sponsors
- Spotlight Messages
- Staff Directory
- User Management
- Videos and Audio

## ACCESSIBILITY SETTINGS

**Edlio is committed to developing websites that are usable for all members of the community and meet Section 508 guidelines and Level AA conformance to Web Content Accessibility Guidelines (WCAG) 2.1.**

Edlio Websites are designed and coded with accessibility and optimal user experience in mind, with particular focus on:

- Ensuring your website is displayed consistently across different browsers and platforms.
- Including a 'Skip to main content' link so visitors on screen readers can use their keyboard to skip the navigation at the top of each page.
- Designing with sufficient color contrast to meet the recommended contrast ratio for text.
- Coding site navigation to be accessible by keyboard, not just a mouse.

Edlio Websites also makes maintaining accessibility beyond the initial launch easy. Built-in tools for you to manage your site's content accessibility include:

- Automatic transcripts for videos as well as closed captioning in English or Spanish.
- An alt text setting where you can require alt text be entered for all media uploaded to the site.
- Page preview option with Wave accessibility checker.
- Pages that are already structured logically with clear header tags for screen readers.
- A form builder that automatically adds the required labels and has instructions and error handling already included.

### Accessibility

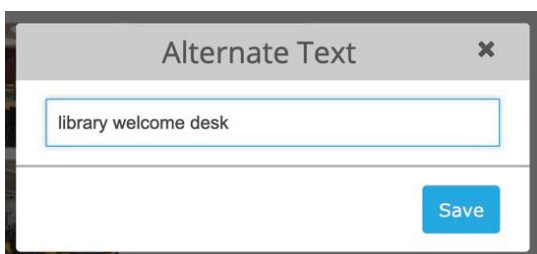
Save

Enable ADA settings

Before you enable this setting, please review the following:

#### Alt text will be required for all images and videos

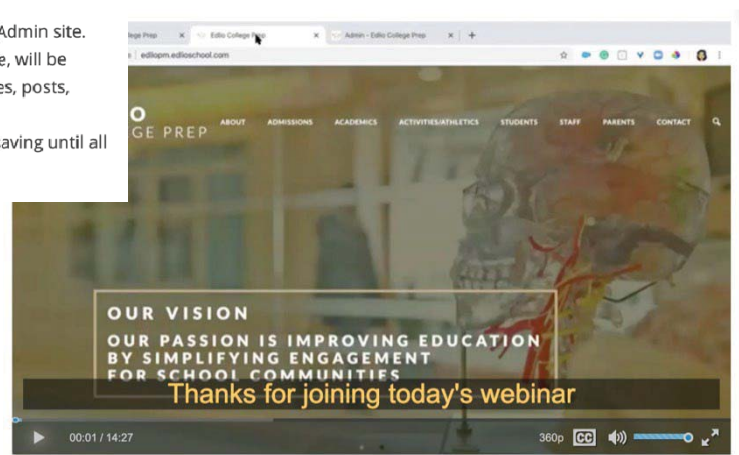
- Any images and videos that are missing alt text will display a warning in the Edlio Admin site.
- ALL images and videos without alt text, including photos in your homepage shuffle, will be hidden from the public website. This includes media you previously added to pages, posts, news, etc.
- The system will prevent pages, posts, news, events and spotlight messages from saving until all images and videos on them have alt text.



Alternate Text

library welcome desk

Save





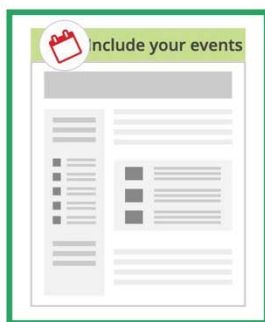
## EMAIL AND NEWSLETTER SENDER

Edlio Websites include a built-in mass email tool.

- Send unlimited emails and newsletters to your community.
- Manage custom contact lists.
- Schedule a delivery time or send immediately.
- Select from a variety of layouts, all fully responsive to look great on all screens.
- Plug in articles from your News section, or events from your Calendar, into newsletter layouts.
- View reporting for each email sent, including open and unsubscribe rates and link tracking.

Select Layout

Continue



Selected



First select a section



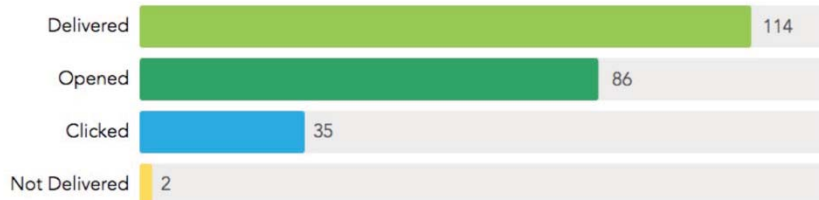
Then edit its content

+ Add events

Board Meeting - 4/4/2020, 1 PM - 2 PM

PTA Meeting - 4/5/2020, 3 PM - 4 PM

Varsity Boys Score: Lakers 100 vs Clippers ...



Emails may not have been delivered due to the mail server rejecting the email (bounced), the recipient previously unsubscribing, or the email was reported as spam.

# FORMS

Collect admissions applications, sports waivers, permission slips, and other forms on Edlio Websites.

- Build unlimited forms using a simple drag-and-drop interface.
- Choose from types of fields to add, such as short and long answers, dates and times, file upload, and pre-built address blocks.
- Set forms to close once a maximum number of submissions has been reached, or once a certain date has passed.
- Customize the Submit button text, confirmation page, and closed form page.
- Opt to receive email notifications of form submissions.
- Collect and organize responses and export them to a spreadsheet for your records.


The image shows the Edlio form builder interface. On the left is a sidebar with 'Form Fields' and 'Input Groups'. The 'Form Fields' section includes: Short Answer, Long Answer, 123 Number, Link, Date, Time, and File upload. The 'Input Groups' section includes: Checkboxes, Multiple Choice, and Dropdown Menu. The main area shows a preview of a form with the following fields: a title 'Please complete the form below. Required fields marked \*', a 'Student Name \*' field, a 'Home Room #' field, a 'Date(s) of absence' field (highlighted with a red box in the original image), and a 'Please select a reason for absence \*' section with radio buttons for 'Medical or Dental Appointment', 'Illness or Injury', 'Observation of Religious Holiday', and 'Other'. A 'Submit' button is at the bottom.

## FORMS AND PAYMENTS

Free upgrade for Forms on Edlio Websites to collect payments.

- Adds payment field options to the form builder.
- Set up items to sell tickets, fees, or merchandise -- each item can include a title, description, image, purchase price, purchase quantities, available inventory and variations (such as small, medium, large).
- Provide multiple choice options for donations or tiered pricing -- multiple choice provides suggested amounts to choose from along with optional descriptions for each level.
- Collect payment in a free-form payment field -- collect variable amounts such as donations or pay-what-you-can.
- See sales summaries of purchases.
- Payments are processed by Stripe.
- Set funds to be deposited directly into your bank account on the schedule you set, as frequently as every day.

Required 🗑️



Field Trip Fee

[Add Description](#)

Date of field trip Please Select ▼ 🗑️

Monday 3/25 🗑️

Tuesday 3/26 🗑️

Wednesday 3/27 🗑️

[Add Option](#)

\$ 10.00 Price

Purchase between min  and max  of  available

[Forms](#) / [Field Trip Fee](#) / [All Responses](#) / [Sales Summary](#)

**\$5620.00 in Sales**

[Responses](#) [Actions ▼](#)

Title ▼	Option ⇅	Sold ⇅	Remaining ⇅	Price ⇅	Total ⇅
Donate to the Scholarship Fund		4	Unlimited	any	\$270.00
➤ Gift amount	5 options	6	Unlimited	varies	\$5180.00
➤ Field Trip Fee	3 options	13	27	\$10.00	\$130.00
Lunch		8	32	\$5.00	\$40.00

## CMS INTEGRATIONS

Your favorite tools are integrated with your site to fit your workflow and save time for your whole staff.

Google integrations:

- Connect calendars on your website to your Google Calendar(s).
- Access files from Google Drive to upload to pages.
- Monitor site traffic with Google Analytics.
- Offer translations with Google Translate.
- Connect Edlio class pages with Google Classroom.
- Manage fewer passwords with Single Sign-on (SSO).

Microsoft Office 365 integrations:

- Connect calendars on your website to your Office 365 calendar(s).
- Upload files directly from OneDrive to pages.
- Login in with your Microsoft Office 365 credentials with Single Sign-on (SSO).

Other integrations available include:

- Dropbox - Add files from Dropbox to pages.
- Facebook and Twitter – Connect your accounts to post directly from Edlio Websites.
- SIS – Available as an add-on to Edlio Websites, connect Contact Lists to your SIS.

### Connect a Google Calendar

Sign-in to your Google account and allow access to manage your calendars to continue.

Connect Google account

### Connect an Office 365 Calendar

Sign-in to your Microsoft account and accept 'Edlio Calendar Integration' permissions to continue.

Connect Microsoft account

### Advanced Calculus (Period 1)

Connect To:



Google Classroom

Upload or drop your file(s) here



Your computer



Dropbox



Google Drive

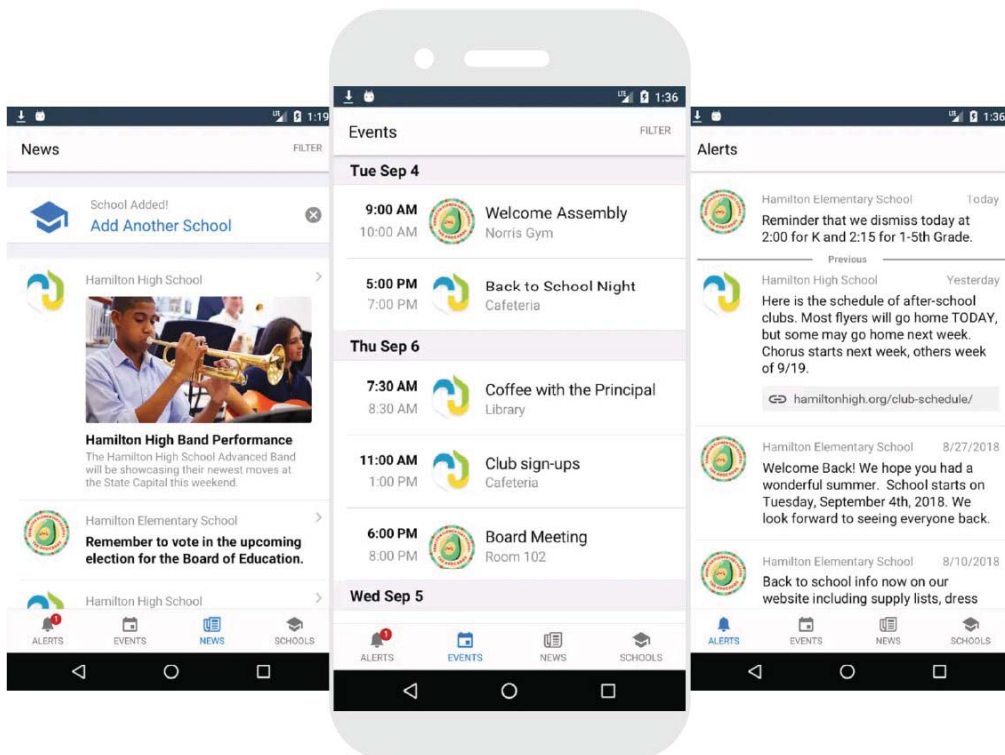


Microsoft OneDrive

## SCHOOL NEWS APP

Included with Edlio Websites is the School News by Edlio mobile app, purpose-built for parents to catch up on news, view calendar, and receive notifications from Edlio-powered schools and districts.

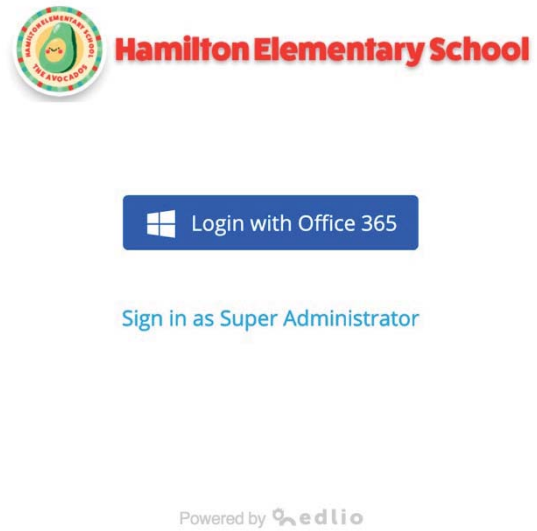
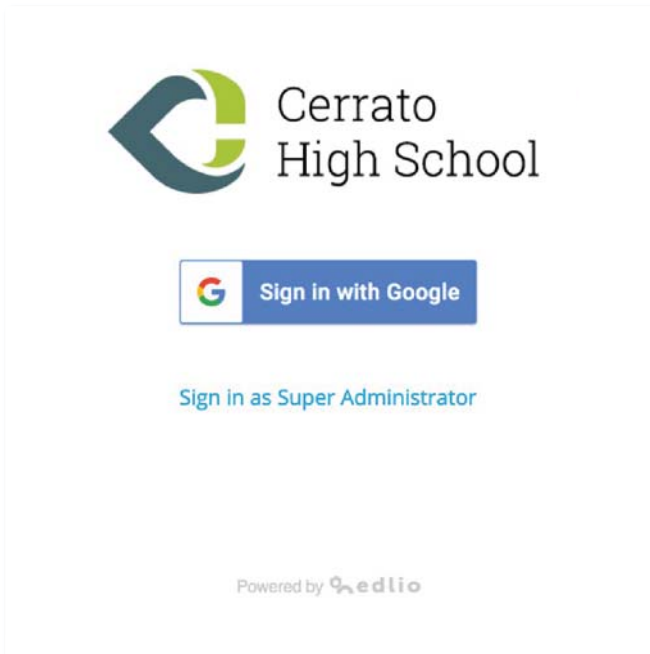
- Available on iOS and Android to download for free.
- Collects News and Calendar items from Edlio Websites into one feed.
- Parents can add multiple schools in the app, adding and removing them from the app as their family needs change (schools must be powered by Edlio to be part of the app).
- Features a simple design inspired by the email, text, and calendar apps you already use on your phone.
- Your news and events will be automatically added to the app as they are added to your Edlio website.
- Send push notifications directly to app users from Edlio Websites.



## SINGLE SIGN-ON (SSO)

Edlio Websites are set up for Single Sign-on using Google and Office 365.

- Log into Edlio Websites using your **Google** or **Microsoft Office 365** credentials.
- We set it up for you to be secure, simple, and convenient -- one less password to remember!



## SOCIAL MEDIA MANAGER

Link Edlio Websites to your social media accounts.

- Connect to multiple Twitter accounts and Facebook Pages.
- Post photos, videos, and text to one or more social media accounts at once.
- Opt to post immediately or schedule posts for later.
- View a log of previous posts.
- Post articles from your News section to social media.

The screenshot shows the 'New Post' interface in the Edlio Social Media Manager. The page title is 'Edlio Elementary School' and the breadcrumb is 'Announce / Social Media Manager / New Post'. The main heading is 'New Post'. Below this, there is a 'Post To \*' section with two options: 'SpikeHigh5... Twitter' (checked) and 'EdlioElem... Facebook page' (unchecked). A red callout box labeled 'Select accounts.' points to these options. Below the 'Post To' section are two tabs: 'Add Photo(s)' and 'Add Video'. The 'Add Photo(s)' tab is active, showing a dashed box with a camera icon and the text 'Upload or drop your photo(s) here'. A red callout box labeled 'Add photos or videos to highlight them with your post in social media platform.' points to this area. Below the upload area, it says 'Accepted file types: .jpg, .png, .jpeg, .gif' and 'Max file size: 3 MB'. Below that is a 'Message \*' section with a text area containing the placeholder 'What do you want to tell people?'. A red callout box labeled 'Type your message.' points to this text area. Below the message area is a 'Delivery Options' section with two radio buttons: 'Post Now' (selected) and 'Post Later'. A red callout box labeled 'Post it now, or select a scheduled date.' points to the 'Post Now' option. Below the radio buttons are two input fields: one for the date (mm/dd/yy) and one for the time (12:00 AM). At the bottom of the form, there is a 'Cancel' button on the left and a 'Post Now' button on the right. A red callout box labeled 'Click "Post" when you're done!' points to the 'Post Now' button. The footer of the page says 'Powered by edlio'.

# Edlio Broadcast

Edlio Broadcast makes it simple to send messages across multiple platforms so you can focus on reaching the hearts and minds of your audience. Building trust requires clear consistent communication and with Edlio Broadcast, this is easier than ever. Edlio Broadcast is an optional add-on service and is available at multiple levels of package and pricing.

## CREATE A BROADCAST IN 3 EASY STEPS:

**Select your channel(s).** You can choose one, two, or all three.

**Compose your message.** If you choose email, you can preview what the final email will look like. For voice, opt to use text-to-speech function or enter a phone number to record the message yourself.

**Choose your recipients.** Select from Contact Lists saved to your Edlio CMS, including those you set up with SIS integration.

That's it, you're ready to send.

With Broadcasts, you can also:

- Send your broadcast out immediately or schedule it for a later time.
- Access all broadcasts and reports on the main Broadcasts page.
- Duplicate past Broadcasts.

## Select Broadcast Channels



### New Broadcast

Select Channels > **Compose Message** > Send

**Email** Preview Email

From \*  
spike@edio.com

Subject \*  
Schools Closed Today, February 7

Message \*  
12pt  
Due to inclement weather, all schools in the Hamilton School District will be closed today. Stay Safe and warm.

**Text**

Message \*  
Schools Closed Today, February 7 - Due to inclement weather, all schools in the Hamilton School District will be closed today. Stay Safe and warm.

146 / 160 characters

**Voice**

Message \*  
 Call me to record a voice message  
 Send this message using text-to-speech

Schools Closed Today, February 7 - Due to inclement weather, all schools in the Hamilton School District will be closed today. Stay Safe and warm.

146 / 480 characters



# TRANSLATION

Notify families in multiple languages with just a click. You can translate email, text, and voice messages into up to three languages for each channel. Broadcast supports the top 100 languages spoken in the US so you can connect with your whole community without needing a translator.

The image shows a user interface for adding email translations. On the left, a dialog box titled "Add Email Translation" contains a list of languages with checkboxes. The languages listed are: Arabic (Not available with Voice), Chinese Cantonese, Chinese Mandarin, French, German, Hawaiian (Not available with Voice), Hebrew (Not available with Voice), Japanese, Korean, Russian, Spanish, Tagalog (Not available with Voice), and Vietnamese (Not available with Voice). At the bottom of the dialog are "Cancel" and "Add to all channels" buttons.

To the right, an email preview is shown. The email is titled "Email" and is from "Coach Hamilton <coachhamilton@hamiltonhigh.org>". The subject is "Tonight's Varsity Basketball game cancelled". The message content is: "Varsity Basketball's home game scheduled for tonight at 6pm has been cancelled due to weather. Thanks, Coach".

Below the English preview, there are two translated versions. The first is in Spanish, with the subject "Spanish" and a checked "Auto Translate" option. The message content is: "El juego en casa de Varsity Basketball programado para esta noche a las 6 pm ha sido cancelado debido al clima. Gracias, Entrenador". The second is in Chinese Mandarin, also with a checked "Auto Translate" option.

## REPORTING

All messages are logged in Broadcast and include delivery reports with the name, delivery time, and status of each recipient. You can check each channel individually and search for recipients by name, email, or phone number.

### Broadcasts

[New Broadcast](#)

Broadcast	Status	Date	Creator	
Varsity Basketball gam...	✓ Sent (1278 / 1278)	02/26/21 2:45 PM	Coach Hamilton	***
Early Dismissal Friday	✓ Sent (1284 / 1284)	02/17/21 12:16 PM	Principal Washington	***
Breakfast with the Pri...	✓ Sent (194 / 194)	02/12/21 8:34 AM	Principal Washington	***
This Week's Announce...	✓ Sent (1297 / 1297)	02/05/21 6:52 PM	Principal Washington	***

### Delivery Report

**Broadcast**  
Name: Varsity Basketball game cancelled  
Status: ✓ Sent  
Date: 02/26/21 02:45 PM  
Creator: Coach Hamilton  
Sent From: Coach Hamilton <coachhamilton@hamiltonhigh.org> (Email), Number pool (Text), (310) 204-7300 (Voice)  
Sent To: [All Parents All Staff](#)  
Quota Consumed: Email: 458, Text: 410, Voice: 410

**Email** | Text | Voice

Search

Email	Name	Status	Delivery Time
		Sent (Delivered)	02/26/21 2:45 PM
		Sent (Delivered)	02/26/21 2:45 PM
		Sent (Delivered)	02/26/21 2:45 PM
		Sent (Delivered)	02/26/21 2:45 PM
		Sent (Delivered)	02/26/21 2:45 PM
		Sent (Delivered)	02/26/21 2:45 PM
		Sent (Delivered)	02/26/21 2:45 PM
		Sent (Delivered)	02/26/21 2:45 PM
		Sent (Delivered)	02/26/21 2:45 PM
		Sent (Delivered)	02/26/21 2:45 PM
		Sent (Delivered)	02/26/21 2:45 PM
		Sent (Delivered)	02/26/21 2:45 PM

## INTEGRATION WITH EDLIO'S CMS

Broadcast is a one-way, unified communication tool built into your Edlio website CMS. By adding Edlio Broadcast, you get your website and direct communication in one streamlined platform.

- Turn your website's News items into messages with one click.
- Access your teacher and class page subscriber lists.
- Build contact lists with the Form Homepage Widget.
- Log in using your Google or Microsoft Office 365 credentials with Single Sign-on (SSO).
- Manage admin access to Edlio Broadcast through Edlio user management.

## CMS AND BROADCAST SIS INTEGRATION WITH ATTENDANCE ALERTS (ADD – ON FEATURE)

Integrate your Edlio website and Broadcasts with your SIS (Student Information System) to improve and streamline your contact lists. This feature is an add-on service, meaning it is not included with the standard Edlio features and comes at an additional annual cost.

- Connect multiple SIS accounts to one Edlio Websites account - great for districts.
- Integrate with Skyward, Illuminate, PowerSchool, and Aeries.
- For other systems, use Edlio's own importer to integrate your data.
- Data is collected in Contact Lists for sending emails and/or Broadcasts.
- Search for contacts with useful parameters like Enrollment Date or Birthday
- Schools can set up attendance list with auto-generated messages



# CMS and Broadcast Services

## WEBSITE DESIGN

We currently offer three options for website designs:

- Portrait
- Gallery
- Sketches

Each are hand-crafted by our team of designers and follow best website practices to be easy to navigate and accessible.

### **Responsive**

Edlio Websites are responsive to ensure the best viewing experience, no matter what device you're on. Your website will automatically adjust to fit screens of all sizes. Whether parents and staff are viewing the site on their smartphones, tablets, or laptops and desktops, your site will always look its best!

### **Crafted just for K-12**

With years of experience designing for K-12 schools and districts, we know how to create sites that showcase your school or district.

### **Accessible and Easy to Navigate**

Our design team follows best practices and WCAG 2.1 (A and AA) for easy, accessible sites. Whether your visitors use a mouse, tap on a screen, or use a screen reader to browse your site, your site will be easily navigable. We believe a better user experience increases community and parental engagement!

### **District-wide Solution (DWS) Design**

With a DWS design, you get a cohesive experience across your whole school district with a single design that is used across all sites. Each campus site features colors, logo, photos, and content unique to each school, with the district's brand consistent throughout. This option is a great fit for multi-school independent districts, with a central office and multiple campuses.

## PORTRAIT DESIGN OPTION

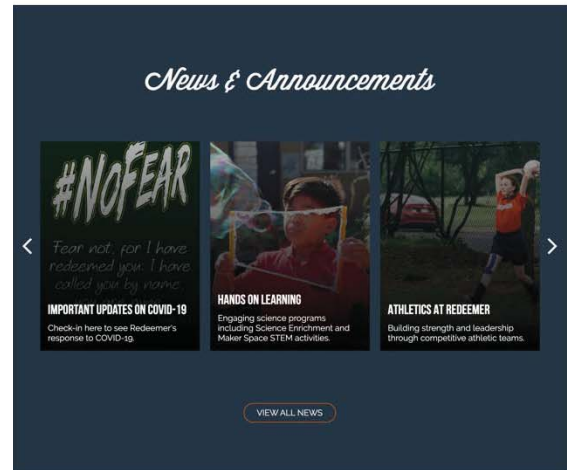
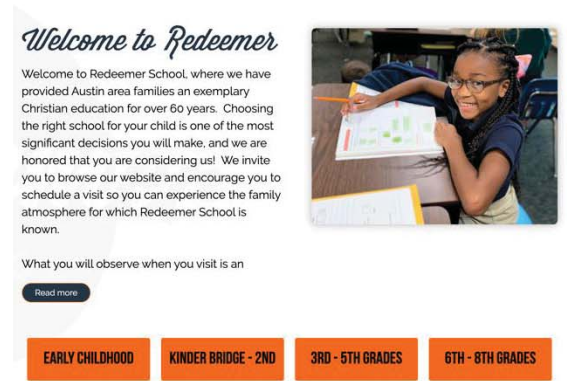
We get to know your organization and create a personalized website design based on your brand, your traditions, and your spirit. Work with a dedicated project manager to guide the design process, collaborating with you to create a website(s) that is accessible, easy to navigate, and representative of your education community.

### WHAT'S INCLUDED:

- Create a website design from scratch, in collaboration with your project manager.
- Three rounds of revisions on the design concept included.
- Migration of static content from your old site(s). (See full terms and conditions for details.)
- Initial webinar training to learn the how to manage the website, create pages, add users, set up calendars, and more.
- Final design files are yours to keep.

### PROJECT DURATION: 12 WEEKS\*

\*Estimated project duration is for a single website or a small district-wide solution with fewer than five websites and is dependent on your timely response to emails, providing feedback on design drafts, and approving the final design. Project begins when Edlio receives your completed questionnaire and logo file. Project ends with delivery of your admin and test websites, complete with migrated content (according to the sitemap provided).



## GALLERY DESIGN OPTION

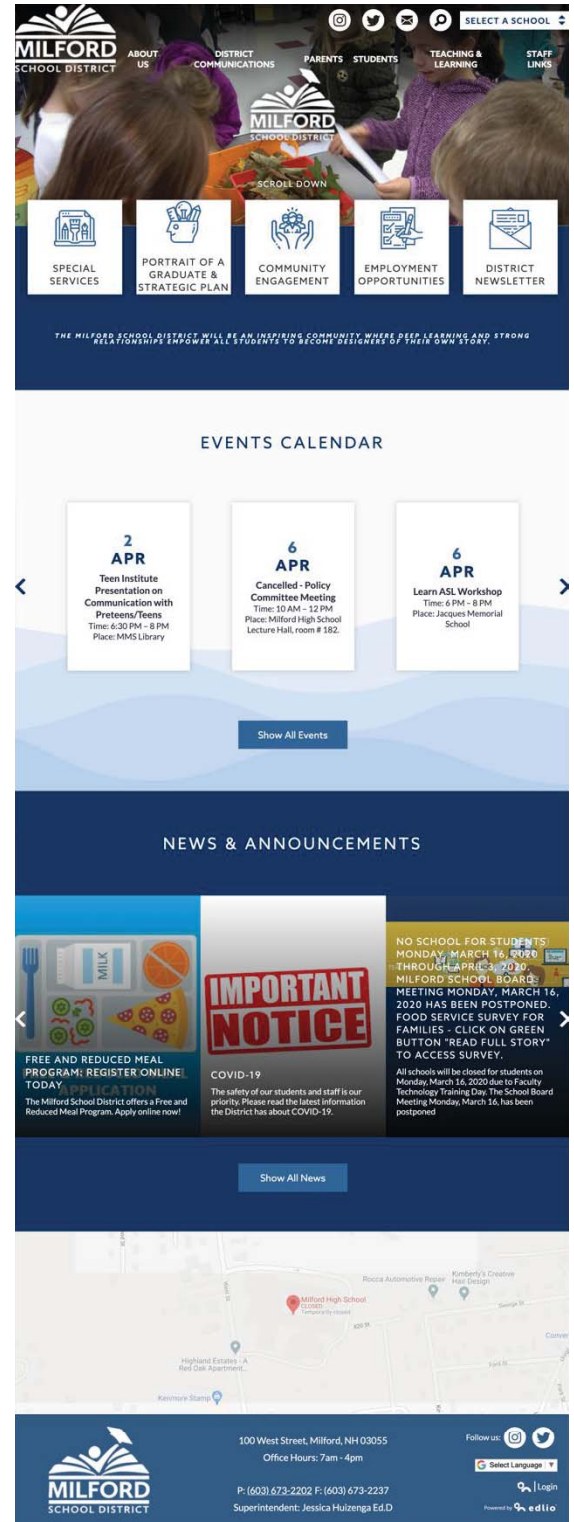
Get a unique design just for your school or district. Pick a pre-made design from our Gallery to make your own and launch in as little as 6 weeks for a single site or a small district. Work with a dedicated project manager to guide the design process, collaborating with you to create a website(s) that is accessible, easy to navigate, and representative of your education community.

### WHAT'S INCLUDED:

- Choose your top three designs from the Gallery and receive your top choice (based on availability). Once you select a design from the Gallery, it is removed so no other school can use that design.
- Modify the pre-made design with your organization's name, logo, colors, quick links, navigation, and social media links.
- One round of revisions included to swap out fonts and colors or remove sections.
- Work with a dedicated project manager throughout the design and development phase.
- Migration of static content from your old site(s). (See full terms and conditions for details.)
- Initial webinar training to learn the how to manage the website, create pages, add users, set up calendars, and more.

### PROJECT DURATION: 6 WEEKS\*

\*Estimated project duration is for a single website or a small district-wide solution with fewer than five websites and is dependent on your timely response to emails and approving the final design. Project begins when Edlio receives your design selection, completed questionnaire, and logo file. Project ends with delivery of your admin and test websites, complete with migrated content (according to the sitemap provided).



## SKETCHES DESIGN OPTION

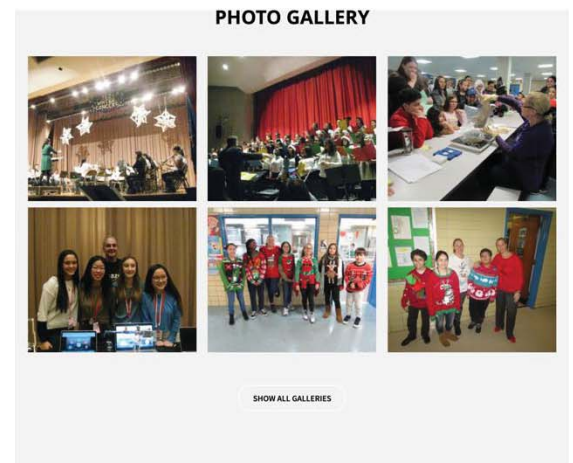
Get a new site in days! With Sketches, select from a collection of websites, fill out a quick questionnaire, and launch your new site in record time.

### WHAT'S INCLUDED:

- Review available designs by viewing live demo sites.
- Select one design from Sketches and update it with your logo, colors, font, and main menu.
- Initial webinar training to learn the how to manage the website, create pages, add users, set up calendars, and more.
- Content migration from your old site is NOT included. You may purchase this as an add-on. (Project timeline will be affected.)
- All correspondence between Edlio and the school's main point of contact is over email.
- Sketches designs are replaced regularly.

### PROJECT DURATION: 1 WEEK\*

\*Estimated project duration is for a single website or a small district-wide solution with fewer than five websites. Project begins when Edlio receives your design selection, completed questionnaire, and logo file. Project ends with delivery of your admin and public websites, ready for your content to be added.



### About Us

Welcome to our school! We believe that parent participation is key to student success; our new website is designed to provide parents with all the information they need to be active participants in their student's education. You will find that the site works just as well on mobile devices as it does on a desktop so you can find information on the go.



## IMPLEMENTATION

We've refined this process over the years to launch websites easily and quickly, continuously adapting to the needs of our clients and advances in website standards.

### PROJECT STEPS

#### Project Kickoff

For Portrait and Gallery projects, you will be matched with a Project Manager (PM) to lead the project, starting with a quick questionnaire to get the ball rolling. All logos, photos, colors, etc., are collected. If you choose a Portrait design solution, we also ask for examples of site designs you like. For Portrait and Gallery projects, you and your dedicated PM will have a call to go over all of the details of the project, including timeline, project scope, and expectations. If you opt for a Portrait design, we'll discuss what look and feel you want for your site and what should be featured on the homepage, header, navigation, etc. A design plan is drawn up and handed over to the design team.



For Sketches projects, you will select your design and answer a questionnaire through email to send us your logo, colors, and photos.

#### Design Process

Once your design is ready, we review it internally to ensure it meets all of your requirements and follows best practices for a friendly user experience. Your PM will present an initial mock-up website design and coordinate revisions, if needed. Three rounds of revisions are included in Portrait. One round of revisions is included in Gallery. Sketches are designed to be used out of the box.

#### Content Migration

A Project Specialist will get the Edlio Websites platform set up your site, copying your current website's static content based on the sitemap you provide. (This process does not include date driven content like news, calendars, blogs, or teacher/homework pages.) For district-wide solutions (DWS), up to 20 pages per child site are migrated. Content migration is not included in Sketches solutions.

#### Website Programming

Your approved design is handed over to the production team to code up your website. You may also send photos and staff lists to add. All sites include Edlio user management, but you may also opt for Google SSO, Active Directory, LDAP, or Azure AD.



## Quality Analysis

We run your new website through several rounds of quality control checks.

## Delivery

Get your preview site links and meet your Client Success Specialist. Schedule your training and fill out a brief pre-training questionnaire. You can also start making content updates to your site.

## Training

Get to know the Edlio Websites platform with an online train-the-trainer session.

## Launch

It's time to make your website available to the world. If you opt to manage your own domain, work with the Edlio team to coordinate domain updates.

## Ongoing Support

Beyond the launch, Edlio Technical Support is available by phone and online ticketing system to answer any questions you and your staff may have. The Edlio Help Center also includes how-to articles and videos. And Client Success holds live webinars each month for further training and getting new staff familiar with the platform.



# CMS and Broadcast Training and Support

Edlio includes best in class training and support, included in your annual fee.

## UNLIMITED TECHNICAL SUPPORT

- Consultative support available to all users, not just a handful of administrators
- Staffed by Edlio's friendly customer care team
- 24/7 Online Ticketing System
- 24/7 Access to our Online Help Center with online tutorials, best practice guides, and tips for managing your site
- Toll-free support line Monday - Friday, 5:00am-7:30pm PT (after-hour calls go to voicemail and are resolved the following business day)
- 24/7 monitoring systems to protect your sites -- if a crisis arises after-hours, the team is immediately notified

NOTE: Online and phone Technical Support will not be available until the site(s) are launched.

## TRAINING

We provide industry-leading training to promote the success and daily usage of the site. Initial Edlio Websites training for administrators, teachers, and staff (2-2.5 hour web conference training) is included, and all users can refresh their knowledge at any time with our video webinars. Onsite trainings and additional webinar sessions are also available at a cost after the initial webinar.

## CLIENT SUCCESS SPECIALIST

Edlio is unique in our commitment to the success of our clients.

Every Edlio Websites and Broadcast client gets a Client Success Specialist (CSS) at no additional charge to ensure you are getting the most out your solution. Through various touchpoints, you and your CSS will work together to address any additional training your staff needs and collaborate on how best to achieve your goals for your website. You'll also get product updates, newsletters, and invitations to free live webinars held monthly.



# Edlio Support Service Level Agreement

## **METHOD OF CONTACT**

The Edlio Support Team acts as a central point of contact for all technical support issues. These include issues related to website function and layout, consultation, and troubleshooting. Support request may be submitted via client admin sites or by phone. Please note that on occasion phone support may not be immediately available at all times and your call may be placed in a queue until the next agent is available.

- Ticket submission via admin sites: <https://help.edlio.com/apps/pages/tech-support>
- Phone: (866) 493-0800

## **HOURS OF OPERATION**

Regular business hours are 5:30 a.m. to 7:30 p.m. PT Monday through Friday. Exceptions may be made for closures due to holidays, administration, or force majeure. During closures and non-business hours, all requests will be monitored and calls will go to voicemail that will be responded to the following business day.

## **CUSTOMER RESPONSIBILITY**

The Edlio CMS is built to be as self-serve as possible. Before contacting Edlio Support, it is the client's responsibility to review the Edlio Help Center (<https://help.edlio.com>). When contacting Edlio Support, please have your complete contact information (first and last name, school or district name, email or phone number) and a clear, specific description of the problem or request, including any error messages you have received. For tickets requiring customer instruction or feedback, Edlio is not responsible for the duration of time it takes for the client to respond.

## **EDLIO SUPPORT RESPONSIBILITY**

We will use tracking software, call logs, and email transactions to maintain records of incoming requests as they are received. When receiving a request by phone, the Support team member will attempt to determine the nature of the problem and attempt resolution immediately. All requests will be handled according to the Priorities and Response Times statement below; all requests will receive an initial acknowledgement the same business day the request is received.

## SUPPORT PRIORITIES AND RESPONSE TIME

Edlio Support will use the following guidelines in handling requests and will make all reasonable attempts to respond and resolve all requests within the timeframe allotted. Actual response and resolution times may vary depending on the volume of requests at any given time. If a request cannot be handled within the allotted timeframe, the customer will be notified and provided an estimated time of completion.

Issue Type	Affected	Acknowledgement	Target Response Time <sup>1</sup>	Method of Response
System-wide outage	All customers are affected	Acknowledgement within 15 minutes <sup>2</sup>	Edlio will endeavor to respond immediately to these types of issues and provide resolution as soon as possible	Twitter updates every 30 minutes until resolved
Website is down	Individual customers are affected	Acknowledgement within 15 minutes <sup>2</sup>	Same day	Ticket, email or phone
User management, social media links, redirects/custom URLs, site navigation or quicklink updates, adding/removing homepage content blocks	N/A	Acknowledgement within 15 minutes <sup>2</sup>	Within 24 hours, M-F  Same day, if request is submitted by 5 p.m. PT	Ticket
Stores, custom coding, graphic design or layout changes, SSO, LDAP, SIS integration, bugs <sup>3</sup>	N/A	Acknowledgement within 15 minutes <sup>2</sup>	1-2 business days	Ticket

<sup>1</sup> Due to the wide diversity of problems that can occur, and the methods needed to resolve them, resolution times may vary – these are used as a general guideline.

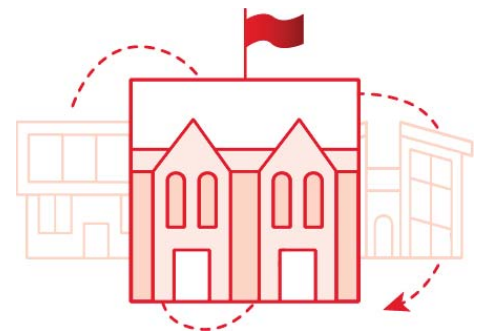
<sup>2</sup> 15 minutes for tickets submitted via client admin. All phone calls will be answered in the order in which they were received.

<sup>3</sup> Some bugs may require significant investigation and troubleshooting and may require more time to resolve.

# CMS and Broadcast Technology

## SECURE, CLOUD-BASED HOSTING

Edlio Websites are hosted using Amazon Web Services. We handle all data storage, bandwidth, security, and backups and provide HTTPS encryption for all client websites. Edlio uses Amazon Cloud Watch with 24x7x365 onsite personnel. Data is protected via web application firewall, DDoS mitigation, Bot detection & mitigation, TLS encryption, and identity and access control.



Data centers are protected via video surveillance, intrusion detection systems, and other electronic means. Staff must pass two-factor authentication a minimum of two times to access data center floors. All decommissioned magnetic storage devices are degaussed and physically destroyed in accordance with industry-standard practices.

Data centers are also conditioned to maintain atmospheric conditions at optimal levels and include automatic fire detection and suppression equipment and uninterruptible Power Supply (UPS) units provide back-up power. All load balancers, routers, static servers, web application servers, and database servers are redundant.

## NETWORK SPEED/LATENCY

We extensively use Content Delivery Networks (CDNs) that have servers all over the world to serve up content as physically close to the user. We closely monitor our entire platform's latency to ensure fast load times of all aspects of our systems.

## UPTIME STATISTICS

Edlio Websites' uptime averages more than 99.95%.

## MAINTENANCE AND CONTINUOUS UPDATES

Edlio powers thousands of websites worldwide on our proprietary Content Management System (CMS) platform. We handle all CMS maintenance, software development, and updates and release software updates and bug fixes on a daily basis. We update our platform, at a minimum, on a monthly basis or more to resolve urgent issues. During these scheduled updates, you don't have to do anything.

As with any type of platform development, it is critical that software is developed in a way that is agile, released continuously, and is also designed to be rolled back in case of errors.

Our development team is specialized in distributed systems architecture, allowing our systems to be updated on an ongoing basis through “rolling deployments.” There’s no down time.

## **DISASTER RECOVERY**

We currently have seven (7) tomcat servers running; if one goes down during a school day, the other six (6) pick up network traffic.

## **QUALITY ASSURANCE**

We have continuous integration to run Unit Tests and End-to-End Tests on Headless Chrome as well as Manual Testing on Chrome, Firefox, IE in the Windows and MacOS/Linux machine.

## **PRODUCT STRATEGY**

Our product strategy is driven first and foremost by our client needs. We constantly engage with our clients to identify areas of improvement and gather ideas for new features. Whether it’s a new feature, better accessibility, privacy controls or security features, we’re constantly weighing and assessing our current product plans. This assessment balances short term needs with long term product goals and initiatives, but it’s always informed by our customer needs.

## **PRIVACY**

Your URLs have HTTPS encryption. You are SOPIPA and COPPA compliant. Please note: If you do not actively monitor your students, then there isn’t an issue, but if you actively monitor your students then you’re responsible for their privacy.

## **AUTHENTICATION**

Currently we support the following authentication types: LDAP; ADFS; Google Apps; and Office365 (AADP).

## **BROWSER SUPPORT**

We support the latest two major browser versions released (note: most modern browsers now have robust self-updating mechanisms): Chrome 77 & 78; Firefox 69 & 70; Safari 11 & 12; Edge 43 & 44; and IE 11.

# OSP by Edlio

## PAYMENTS OVERVIEW

Edlio's payment platform is built on our proprietary payment platform. Fast, intuitive, and developed specifically for K-12 schools and districts, OSP by Edlio gives you the power to receipt funds safely, easily, and efficiently – anytime, anywhere. With OSP by Edlio, you can simplify life for busy parents, increase revenue, and improve back-end processes and transparency for schools, all with a familiar shopping experience for parents.

The OSP by Edlio suite always includes our standard module, Online School Payments, or OSP. Schools can also choose to add additional module package(s) that provide additional functionality based upon school requirements. Upgrades include the Pay Premium Bundle and the School Care Solution.

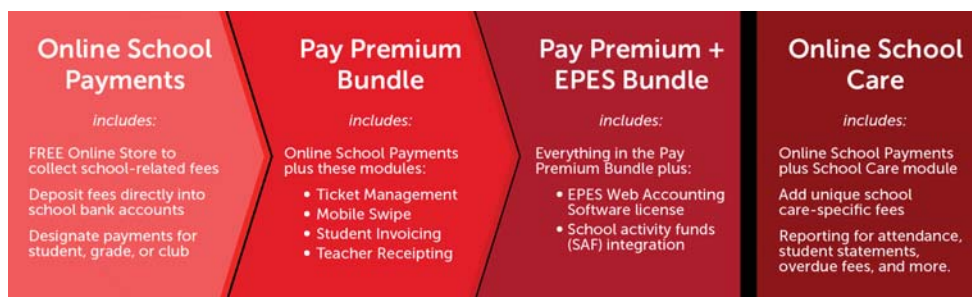
Online School Payments is designed to track payments made at the student level for items and activities such as yearbooks, field trips and tuition, enabling parents and other community members to easily pay for items using a credit card or debit card.

Included with the Online School Payments module in the OSP by Edlio suite is:

**Easy Fee Creation** – What sets us apart from the rest is our platform's ease of use and teacher-focused features. Bookkeepers can easily manage their own stores and fee schedule to include different price amounts, images, data collection, student validation and restrictions, fund account details, and more. No coding or advanced accounting knowledge required.

**Worry-Free Maintenance** – Manage your cloud-based online store at all times from any device. There is no program to install: simply open a browser and log in. We host your store and handle all upgrades.

**Rapid Implementation** – Get set up quickly, many times in as little as one work week! You do not need to set up your own merchant account for processing. There are no setup, training or license costs to accept credit cards using OSP by Edlio. We handle all credit card deposits with free ACHs into your school bank account.





## ONLINE SCHOOL PAYMENTS

Online School Payments, or OSP, is the standard module included in every OSP by Edlio suite. With Online School Payments, schools and districts can easily track credit and debit card payments for items, activities, and fees including events, yearbooks, and tuition payments. Key features of the Online School Payments module include:

### Online Credit Card Payments

Simplify your school receipting with our online store and parent app. Sell your school items, activities, associated student body funds and more in an Amazon-like experience.

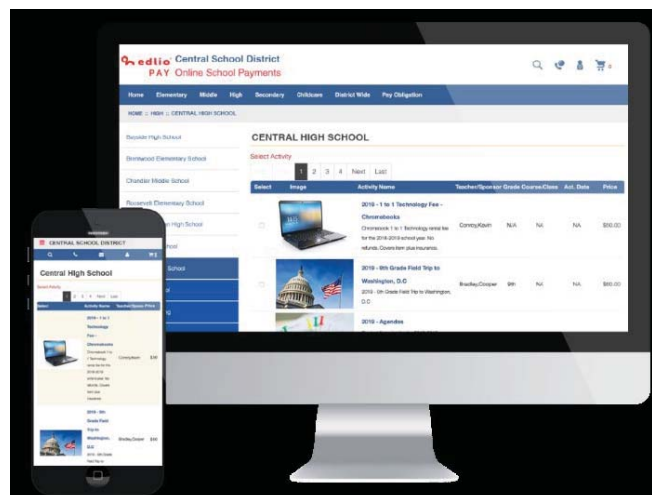
### Responsive Browser View

Our online store is responsive, so your school or district's payment process will have a unified look and feel across all devices, whether the store is being accessed via a tablet, smartphone, laptop, or desktop.

### Parent Mobile App

Use our Parent Mobile App to give parents another tool to take payments or receipt transactions. The app is available for tablets and smartphones on iOS or Android. With its simplified transaction workflow, the Parent Mobile App can save more critical information to help complete transactions faster without any risk to PCI.

The Parent Mobile App works with all fee payment modules in the OSP by Edlio suite, including modules available in the Pay Premium Bundle and the School Care Solution. Regardless of which fees your school is taking – school payments, student invoicing obligations, or school care fees for before and after care programs – the Parent Mobile App creates a one-stop-shop for parents.



## SPECIALIZED SCHOOL PAYMENTS REPORTING

Access dozens of report options, including transactions by student, teacher, fund account, or product, with payment details included for audit-friendly documentation with all the necessary details you need for your K-12 school.

## DONATIONS

Accept donations and contributions from your community. Each donation can be tied to a student or be a community-receipted transaction without student data. Options include:

- Variable pricing donations
- Fixed-price donations
- Recurring donations, whereby purchasers can donate every month using a saved credit card

### DONATIONS SKU ZY995-526

#### Donations

Qty  Price : \$50.00

**Note:** This product is set up for recurring payments. Please select your payment scheduling options below.

Please select your payment cycle.

- 1st of the Month  16th of the Month

*Please note your first payment will be made today during checkout. The next payments will be scheduled according to your selected billing cycle.*

Your next payment will be scheduled on: **Fri May 01 2020**

**Add to Cart**

**Recurring donations to our school. Thank you for your generous contribution!**

Sponsor/Teacher **Conroy, Kevin**

Grade Level **N/A**

# Standard OSP by Edlio Suite Product Features

These features are all built-in with the standard Online School Payments module that is included in every OSP by Edlio suite. Your OSP by Edlio suite, regardless of which additional bundles or solutions are added, will include the following features:

- **Level 1 PCI Compliance**  
Best in class PCI and credit card transaction security, with 24/7 monitoring included.
- **Cloud-Based Solution**  
There is no program to install – simply open a browser and log in. We host your store on our cloud-based servers.
- **Free Service and Help Desk**  
All US based support is included at no cost with unlimited web-based training. All users, including parents, are supported.
- **Built-In Accounting Features**  
Code all fees to your revenue accounts, including school activity funds and associated student body funds.
- **Responsive Design**  
Our online store is responsive, enabling your school to accept payments on any tablet, smartphone, laptop, or desktop.
- **Worry-Free Maintenance**  
All upgrades and patches are included with our free service and maintenance program.
- **Marketing Tools**  
Free tools to help drive traffic to your store, including email blasts, suggested items, and social media notifications.
- **Free Electronic Deposits**  
Credit card funds will electronically deposit into your school bank accounts, with no limit on number of accounts.

PLUS:

- Accounting tools
- User management tools
- Student management tools
- Receipts for each sale
- Sponsors for each item
- Inventory tools
- No-cost refunds and chargebacks
- Audit trail capabilities
- Built-in fraud prevention

# Standard OSP by Edlio Suite Functionality

The standard Online School Payments module, included in every OSP by Edlio suite, incorporates several design elements and tools specifically designed to simplify the K-12 payment process. These standard design elements and tools include:

## ACCESSIBILITY

Our design team follows current digital accessibility best practices and WCAG 2.1 (A and AA) guidelines for website accessibility. Whether your visitors use a mouse, tap on a screen, or use a screen reader to browse your site, your online store will be easily navigable by all. We believe a better user experience increases transactions and community engagement.

## SINGLE SIGN-ON (SSO)

The OSP by Edlio suite is compatible with Single Sign-on using LDAP, SAML, and Active Directory (ADFS). We set it up for you to be secure, simple, and convenient – one less password to remember!

## FEE SETUP

The OSP by Edlio suite includes a built-in tool to help school staff create their fee and pricing structure. With this tool, users can set up item pricing with specifications such as:

- Fixed (ex: \$1.00) or variable (ex: \$1.00-\$50,000.00+) pricing
- 11 required fields, including name and description, to ensure users include important information
- Add images of the item for sale
- Over 25 optional features available
- Set up an item to be sold immediately, or schedule for a future date

The screenshot shows a web form for setting up a fee. It has four tabs at the top: 'Required Fields', 'Additional Options', 'Additional Text Fields', and 'Product Image'. The 'Required Fields' tab is active. The form contains the following fields and values:

- Activity Number:** ZY995-434
- Activity Name:** 1 to 1 Program
- Short Description (522 Character Limit):** 1 to 1 Program
- Sponsor/Teacher Email Address:** tom.hanks@osmsinc.com
- Sponsor/Teacher Last Name:** Hanks
- First:** Tom
- Dates Available for Sale (xx/xx/xxxx):** 11/26/2020 to 06/30/2025
- Price Type:** Fixed (selected), Variable, Obligation
- Price:** 25.00
- Fund Account:** 150.00563.00
- Fund Account Description:** Technology
- Grade Level:** N/A

At the bottom right, there are three buttons: 'Save', 'Cancel', and 'Copy'.

## PURCHASE PROCESS

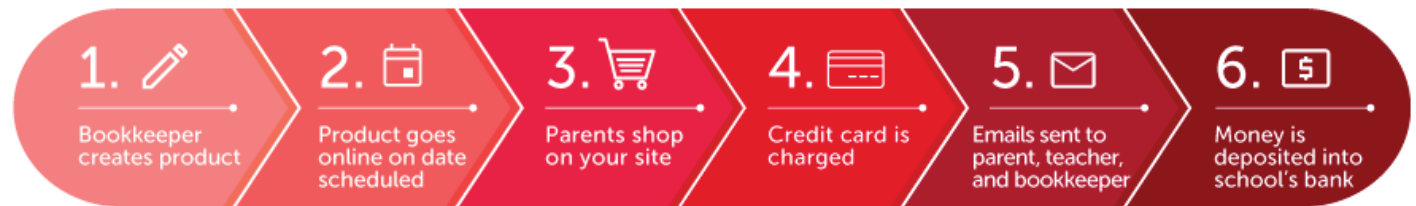
The standard OSP by Edlio suite provides a simplified purchasing process:

1. Parents, or other purchasers, view items, activities, or fees in the online store, via their browser or Parent Mobile App.
2. Fees are added to the shopping cart.
3. Checkout is easy – simply enter the student’s name, billing and credit card information and confirm the order.
4. The transaction is processed as credit to help prevent non-sufficient funds (NSFs) and bounced checks.
5. System will confirm the purchase has succeeded and display a unique transaction number. Receipt data is immediately available to both parents and school staff.

Purchasing process for parents:



Purchasing process for schools or districts:



## PAYMENT CARDS ACCEPTED

All major payment card types and brands are accepted, including:

- Major card types accepted – bank card, debit, credit, gift card, and reloadable.
- Major card brands accepted – Visa, MasterCard, American Express, and Discover (limitations may apply)

# DEPOSIT PROCESS

All credit transactions that flow through the Online School Payments module, included in the standard OSP by Edlio suite, will be deposited directly to your school bank account(s). The deposit process includes:

- Ability to set up multiple bank accounts for deposits
- Detailed statements report including all totals, fees, and fund accounts
- Automatic batching of funds into standard payment periods
- ACH or electronic deposits completed twice per month. Weekly ACH deposits are also available for an additional fee

The OSP by Edlio suite also offers cash and check point-of-sale options to help streamline non-credit card deposits. These options include:

- Setting a custom end-of-day procedure for batching transactions
- Creating specialized statements and reporting

### OSP Deposit and Withdrawal Statement

School West Beverly Hills HS  
 InterID ZZ101  
 PeriodID 27  
 YEAR1 2008  
 GenerationDate 07/01/2008

StatementID 200827ZZ101  
 StatementDate 07/01/2008  
 Period Covered 07/01/2008 - 07/01/2008  
 WithdrawalAmt \$129.33  
 DepositAmt \$3,102.00

WITHDRAWAL Amount  
 Per Transaction Fees \$5.25  
 Percent of Transaction Amount Fees \$124.08  
**\$129.33**

Fund Account	Description	Amount
2200-0000	BAND - Gen. Rev./Exp.	\$135.00
2300-0000	CHORUS - Gen. Rev./Exp.	\$40.00
3045-0000	CLASS OF FY/8 - Gen. Rev./Exp.	\$1,275.00
4025-0000	FOOTBAL - Gen. Rev./Exp.	\$150.00
4026-0000	SPORTS - Gen. Rev./Exp.	\$250.00
4635-0000	STUDENT COUNCIL/SGA - Gen. Rev.	\$150.00
4908-0000	BUSINESS EDUCATION - Gen. Rev./	\$300.00
5100-0000	PE Uniforms	\$92.00
5185-0000	LIBRARY - Gen. Rev./Exp.	\$640.00
5200-0000	PHYSICAL ED. - Gen. Rev./Exp.	\$60.00
7100-0000	SCHOOL STORE - Gen. Rev./Exp.	\$10.00
		<b>\$3,102.00</b>

Check #	Date	Amount	Payee	Account	Check #	Amount	Payee	Account
1	07/01/08	1,275.00	Class of FY/8	3045-0000				
2	07/01/08	150.00	Football	4025-0000				
3	07/01/08	250.00	Sports	4026-0000				
4	07/01/08	150.00	Student Council	4635-0000				
5	07/01/08	300.00	Business Education	4908-0000				
6	07/01/08	92.00	PE Uniforms	5100-0000				
7	07/01/08	640.00	Library	5185-0000				
8	07/01/08	60.00	Physical Ed.	5200-0000				
9	07/01/08	10.00	School Store	7100-0000				
					<b>Total Cash Amount:</b>		<b>\$1,275.00</b>	
					<b>Total Check Amount:</b>		<b>\$1,827.00</b>	
					<b>Deposit Total:</b>		<b>\$3,102.00</b>	

Distributions/Withdrawals		
2200-0000	BAND	\$135.00
2300-0000	CHORUS	\$40.00
3045-0000	CLASS OF FY/8	\$1,275.00
4025-0000	FOOTBALL	\$150.00
4026-0000	SPORTS	\$250.00
4635-0000	STUDENT COUNCIL	\$150.00
4908-0000	BUSINESS EDUCATION	\$300.00
5100-0000	PE UNIFORMS	\$92.00
5185-0000	LIBRARY	\$640.00
5200-0000	PHYSICAL ED.	\$60.00
7100-0000	SCHOOL STORE	\$10.00
		<b>Total \$3,102.00</b>

# Additional OSP Suite Functionality

OSP by Edlio also includes many powerful tools that are available for use with the standard OSP by Edlio suite, using the included Online School Payments module, and provide additional functionality when combined with the modules available in an add-on Bundle or the School Care Solution. These additional tools include:

## REPORTS

OSP by Edlio offers over 80 unified reports, covering transactions made using the Online School Payments module, included in every OSP by Edlio suite, as well as more complex transactions using modules in the Pay Premium Bundle or School Care Solution. If you need a specific report unavailable in your OSP by Edlio suite, we will create it for you free of charge.

All reports have the following functionality:

- Printable
- Exportable in multiple file formats: PDF, Excel, CSV and RTF
- Built-in search tool with numerous filters

Some reports require an additional Bundle or School Care Solution. Reports available include:

- District-wide – Admin-only reports that show all schools across a district
- Statements – Written summary for each deposit, including a distribution breakdown of funds
- Up-to-the-Minute – Simple transactional reports
- Transaction – Sales reports, including special state options
- Inventory and Ticket – Product inventory or redeemed event tickets
- Export-Friendly – Reports without filters, for easier use in Excel or other software
- Data Warehouse – Data warehouse reports, similar to Export-Friendly
- Obligation – Invoices, including balances, outstanding fees, mailable options, etc.
- Reversed Transactions – Reports that show any returns, refunds, voids or deleted fees
- User and Usage – Options to show who has access to the system and their actions
- Statement and Deposits – Reports primarily used for the Online Teacher Receipting module, included with the Pay Premium bundle

The next page contains screenshots to further illustrate reporting.

### OSP Statement

Statement ID:	201627ZY999	Deposit Amt:	\$5,902.00
School:	West Beverly Hills HS	Withdrawal Amt:	\$0.00
Statement Date:	9/13/17	OSP Trans Fee Total:	\$4.90
Generation Date:	9/13/17	OSP Percent Fee Total:	\$245.72
InterID:	ZY999	OSP Fees:	\$240.58
YEAR:	2016	Orders Total:	\$6,142.98
Period ID:	27	Returns Total:	\$0.00
Period Covarad:	9/1/16 - 9/15/16	Convenience Fee Method:	Parent

Fund Account	Description	Amount
1000.000	General	\$1,850.00
2000.000	Field Trips	\$422.00
3008.000	Yearbook	\$100.00
4000.000	AP Exams	\$1,748.00
5000.000	School Merchandise	\$122.00
5003.002	Gate Receipts	\$1,360.00
8000.000	Technology Fee	\$300.00
		\$5,902.00

Printed: 04/29/2020 10:53 PM  
Date Range: 07/01/19 - 06/30/20

## Transactions Report by Fund Account

### Sunnydale High School

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**Fund Account - 01020102** **Total Collected: \$405.00**

Product/Description	Product Number
2019 - Homecoming Ticket - Single Dances	ZY995-353
<u>Student Information</u>	<u>Purchaser Name</u>
Brady, Thomas (1000006)	Purchases, OTR
Hartnett, Will (850345)	Purchases, OTR
Jolie-Pitt, Pax (7000006)	Purchases, OTR
Jolie-Pitt, Zahara (7000003)	Purchases, OTR
Serrubo, Phil (12292017)	Purchases, OTR
<b>Number of Students: 5      Transaction Total: \$250.00</b>	
Valentine's Day Dance Dances	ZY995-450
<u>Student Information</u>	<u>Purchaser Name</u>
Serrubo, Phil (12292017)	Purchases, OTR
<b>Number of Students: 1      Transaction Total: \$5.00</b>	
2019 Senior Prom Dances	ZY995-384
<u>Student Information</u>	<u>Purchaser Name</u>
Colbert, Peter (19023519)	Colbert, Stephen
Jolie-Pitt, Knox (7000002)	Pitt, Brad
<b>Number of Students: 2      Transaction Total: \$100.00</b>	
2020 Senior Prom Dances	ZY995-465
<u>Student Information</u>	<u>Purchaser Name</u>
Colbert, Madeline (546513547)	Colbert, Stephen
<b>Number of Students: 1      Transaction Total: \$50.00</b>	



# OSP Options

## PAY PREMIUM BUNDLE

The optional add-on Pay Premium Bundle includes all the functionality of the standard OSP by Edlio Online School Payments module, plus four additional modules for a more robust payments processing system.

Additional modules included with the Pay Premium Bundle:

- Online Teacher Receipting
- Online Student Invoicing
- Online Mobile Swipe
- Online Ticket Management

## ONLINE TEACHER RECEIPTING

With the Online Teacher Receipting module, designated teachers and other school staff can process cash, check, and credit card payments from parents and students via web browser.

Key Online Teacher Receipting module features include:



- Detailed Student-Driven Transactions – Receive additional information for payments and complete more advanced transactions.
- Cash, Check and In-Person Credit Card Payments – Expand your payment methods with more options and capture all your transactions in a single cashier page. Plus, built-in audit tracking and reconciliation capabilities.
- Price Override and Zero-Dollar Transactions – Manipulate fees to a non-standard fee structure. This is particularly useful for managing free or reduced-lunch students.
- Specialized Teacher Reporting and Full 360 Reporting – Unique suite of reports only available for Online Teacher Receipting, including filtering for only in-person payments, cash and check statements, and undeposited receipts.

## ONLINE MOBILE SWIPE

With the Online Mobile Swipe module, schools can easily accept credit cards face-to-face via a mobile device at any time or location.

Key Online Mobile Swipe module features include:

- Faster Transactions – Complete advanced transactions quickly with the convenient mobile swipe payment method.
- Proprietary Hardware Available – Take credit card payments with our OSP by Edlio with credit card swipe devices that attach to your smartphone.
- Specialized Mobile Swipe Reports – Unique suite of reports only available for Online Mobile Swipe, including data surrounding in-person payments.



## ONLINE STUDENT INVOICING

With the Online Student Invoicing module, schools can automate the management of student debts and invoices that can be paid online and in person.

Key Online Student Invoicing module features include:

- Student-Specific Fees and Accounts – Need more than just a la carte fees? Online Student Invoicing enables you to tie specific fees to specific accounts.
- Fixed-Rate Fees and Obligations – Assign special fees to only one student. This functionality is great for special-status students who have unique fee amounts you do not want to broadcast publicly.
- Detailed Obligations – Invoice student fees and other debts. These are assigned to a single student and can only be purchased by that student.
- Specialized Student Invoice and Obligation Reports – Unique suite of reports only available for Online Student Invoicing, including outstanding obligations, student balances, and mailable parent invoices.
- Additional options are also available, including:
  - Obligation SIS Integrations - With an SIS integration, OSP by Edlio can also send back payment details to the SIS, creating a full cycle and no guesswork.
  - Online Automated Invoicing - This unique tool allows OSP by Edlio to automatically tie unique fees to individual students – all without any manual entry or imports needed. It's a great way to implement school or board-approved fees via standardized student data, and our easiest way to implement obligations across schools.



The screenshot shows a web interface for managing student obligations. At the top, there's a navigation bar with a green header and a red sub-header. Below that is a table with columns for 'Obligation', 'Name', 'Type', 'Date', 'End Date', and 'Pay amt'. The table contains three rows of data, each with a unique ID, a name, a type, a date, an end date, and a payment amount. There are also buttons for 'Pay amt' and a '+' sign next to each row.

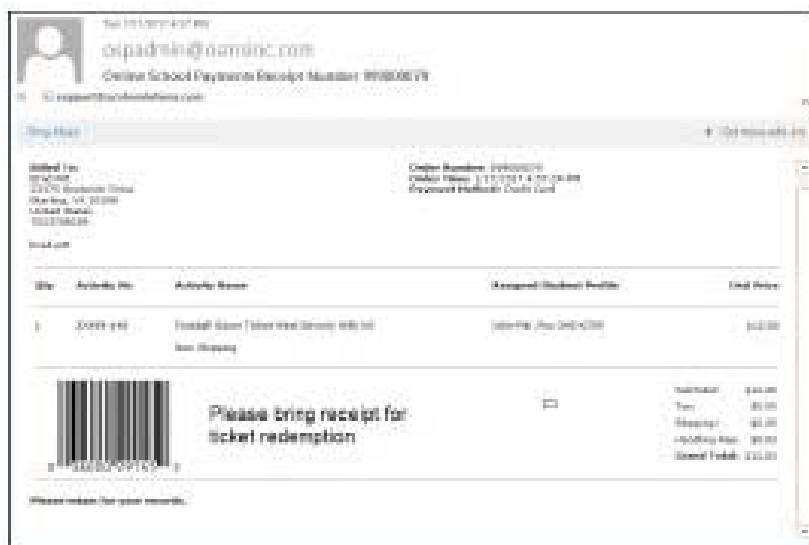
Obligation	Name	Type	Date	End Date	Pay amt
1000000001	TEXTBOOK	ADVANCED PLACEMENT - 9TH GRADE	09/01/2021	08/31/2022	\$ 14.00
1000000002	OTHER	BOOK COOPER BOOK 09/01/2021	09/01/2021	08/31/2022	\$ 4.00
1000000003	OTHER	PROJECTILE FEE 09/01/2021	09/01/2021	08/31/2022	\$ 140.00

## ONLINE TICKET MANAGEMENT

With the Online Ticket Management module, schools can track tickets, yearbooks, or other redeemable items with one-to-one redemption for school receipting. You'll know immediately if a product was previously purchased, preventing a ticket from being redeemed more than once.

Key Online Ticket Management module features include:

- Item Redemption – Add an additional layer to your transactions to track if an item was used.
- Manual Redemption – Staff can mark items redeemed manually or with a barcode scanner.
- Purchased Self-Redemption – Purchasers can redeem their ticket with a button click.
- Specialized Ticket and Redemption Reports - Unique suite of reports only available for Online Ticket Management, including information on redeemed tickets versus non-redeemed tickets.



## SCHOOL CARE SOLUTION

The optional add-on School Care Solution includes the standard Online School Payments module, plus the Online School Care module. This solution offers a robust web application for before and after-school childcare management that's fully integrated into the OSP by Edlio suite. Included with this bundle are all the features needed to handle various childcare programs, including:

- School Care-Specific Fees – Utilize unique Online School Care-specific fees and assign fees to School Care students individually or by student group.
- Updated Balances – See Online School Care balances updated in real-time.
- Cash, Check and In-Person Credit Card Payments – Expand your payment methods with more options. Capture all your School Care transactions in a single cashier page.
- Online Credit Card Payments – Parents and guardians can use the browser online store and Parent Mobile App to pay for Online School Care fees too! They can also see their student account details in real time, including all assessed fees and all Online School Care payments.
- Specialized School Care Reporting – Unique suite of reports for Online School Care, including attendance, tax specific payment reports, student statements, overdue fees and more.

The screenshot displays the Edlio School Care Solution interface. At the top, there's a header with the Edlio logo and the text "Edlio Online School Payments". Below this, there's a section for "Student Information" with fields for "Student Name", "Student ID", "Student Email", and "Student Phone". The "Student Name" field is populated with "John Doe". The "Student ID" field is populated with "123456789". The "Student Email" field is populated with "john.doe@edlio.com". The "Student Phone" field is populated with "555-555-5555". Below this, there's a section for "Payment Information" with fields for "Payment Method", "Payment Amount", and "Payment Date". The "Payment Method" field is populated with "Credit Card". The "Payment Amount" field is populated with "100.00". The "Payment Date" field is populated with "12/31/2021". At the bottom, there's a section for "Payment Summary" with a table showing the total amount due, the amount paid, and the remaining balance. The table has three columns: "Description", "Amount", and "Balance". The first row is "Total Amount Due", with a value of "100.00" and a balance of "100.00". The second row is "Amount Paid", with a value of "0.00" and a balance of "100.00". The third row is "Total Balance Due", with a value of "100.00" and a balance of "100.00".

# OSP-Related Integrations

Your favorite tools can be integrated with your OSP by Edlio suite to streamline your workflow, saving time for your whole staff. OSP by Edlio is vendor-neutral, so we will work with you to add the tools you need to your OSP by Edlio suite.

Some integrations require the additional Pay Premium Bundle or School Care Solution.

A few of our most popular options include:

## Cafeteria

- Integrate meal pre-payments into your nutritional management system
- Integrate cafeteria student account information, if different from your SIS information
- Add real-time student balances, so parents can see when funds are low and add funds

## Library

- Connect your library management system
- Integrate patron and library card details
- Upload overdue fines and lost book obligations

## Employee Data

- Integrate your employee data into your online store
- Facilitate payments for non-student fees, like HR benefits and teacher certifications

## Childcare Data

- Integrate your childcare data into your online store

## Edlio Websites CMS Integration

- Connect your OSP by Edlio account to your Edlio Website

The screenshot displays two sections of the Edlio website. The left section, titled 'CAFETERIA', features a table with columns for 'Select', 'Image', 'Activity No.', 'Activity Name', 'Teacher/Sponsor', 'Grade', 'Course/Class', 'Act. Date', and 'Price'. It lists several 'Cafeteria Payment' activities with prices ranging from \$1.00 to \$3.00. The right section, titled 'CERTIFICATION APPLICATIONS', includes a dropdown menu for selecting a certificate type. Below the menu, two options are visible: 'Certificate' (B0004-13) and 'State of Florida Certification' (B0004-14), both priced at \$0.00. An 'Add to Cart' button is located at the bottom of the certification section.

## PAYMENTS SIS INTEGRATION

We know that the OSP by Edlio suite isn't the only tool that schools and districts rely on for accurate information and reports. Because of this, we've made it easy to Integrate your OSP by Edlio suite with your Student Information System (SIS).

Some SIS integration features require the additional Pay Premium Bundle or School Care Solution.

With SIS integration, schools and districts can:

- Connect multiple SIS accounts to one OSP by Edlio account
- Add restrictions to fees, including specific grades or GPAs
- Enable additional reporting functionality, including reporting Transactions by Homeroom
- Process student obligations or debts more quickly by combining SIS integration with the Online Student Invoicing module (included in the Pay Premium bundle)



# OSP Services

## IMPLEMENTATION

Clients opting for the standard OSP by Edlio suite, with the included Online School Payments module, will work with a dedicated project manager (PM) to create their online store. The dedicated PM will also work with you to implement any modules added to your OSP by Edlio suite with the Pay Premium Bundle and School Care Solution.

Included in the standard OSP by Edlio suite implementation:

- Configuration of your online store and Parent Mobile App, including basic information such as school names.
- Migrating your previous fee content to your OSP by Edlio suite.
- Initial webinar training to learn how to manage the online store, add users, run statements and more.

Project duration is dependent on your timely response to emails and providing necessary details. Project begins when Edlio receives your completed questionnaire and setup information. Project ends with delivery of user credentials and training.

## OSP PROJECT STEPS

This is a general project timeline, broadly applicable to clients opting for the standard OSP by Edlio suite as well as those adding the Pay Premium Bundle or School Care Solution to their OSP by Edlio suite.

### **Project Kickoff**

You and your dedicated PM will have a call to go over all the details of the project, including timeline, project scope, and expectations.

### **Content Migration**

The PM will assist in moving your previous fees from an external system or old payment platform to your OSP by Edlio suite. All migration is included at no cost.

### **Quality Analysis**

We run your new OSP by Edlio suite, including the online store, through several rounds of quality control checks.

### **Delivery**

Get your preview OSP by Edlio suite links and meet your client success specialist. Schedule your training and fill out a brief pre-training questionnaire.

### **Training**



Get to know the OSP by Edlio platform with an online train-the-trainer session.

### **Launch**

It's time to start using your OSP by Edlio suite!

### **Ongoing Support**

After the launch, OSP by Edlio's technical support staff is available via phone and online ticketing system to answer any questions you and your staff may have. Your entire staff will also have access to monthly live webinars for further training, with a Q&A session included in each webinar.

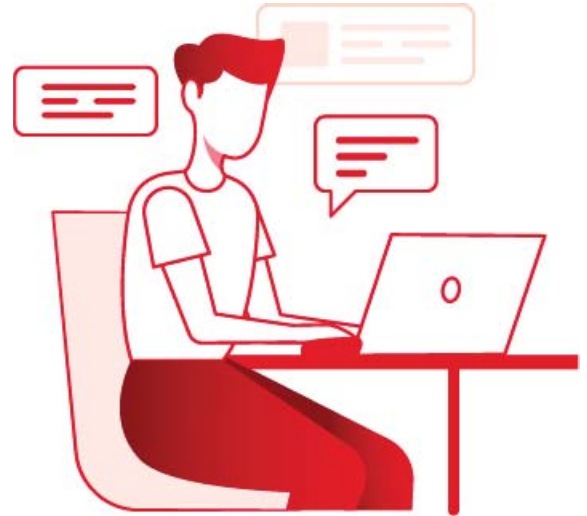
# OSP by Edlio Training and Support

All OSP by Edlio suite modules include best-in-class training and unlimited support. We also provide a client success specialist (CSS) to ensure your school staff is fully onboarded with the OSP by Edlio suite.

## UNLIMITED TECHNICAL SUPPORT

The OSP by Edlio suite includes unlimited technical support for all users – not just a handful of administrators. Our support also encompasses:

- Online ticketing system available 24/7
- Toll-free phone support line available Monday - Friday, 7:00am-6:30pm EST o After-hours calls will go to voicemail and be addressed the following business day
- 24/7 monitoring system – if a crisis arises after-hours, the team is immediately notified



NOTE: Technical support will not be available until the OSP by Edlio suite is launched.

## TRAINING

We provide industry-leading training to promote the success and usage of the OSP by Edlio suite. An initial one-hour webinar training for administrators and staff is included, and all users can refresh their knowledge at any time with our live webinars. On-site trainings are also available at a cost.

## CLIENT SUCCESS SPECIALIST

Edlio is unique in our commitment to the success of our clients.

Every OSP by Edlio suite client gets a client success specialist (CSS) at no additional charge to ensure you are getting the most value from your suite. Through various touchpoints, you and your CSS will work together to address any additional training your staff needs and collaborate on how best to achieve your goals. You'll also get product updates, newsletters, and invitations to monthly free live webinars.



# OSP by Edlio Technology

## **SECURE, CLOUD-BASED SOFTWARE**

The OSP by Edlio suite is an entirely hosted Software as a Service (SaaS) solution. We handle all data storage, bandwidth, security, and business continuity and provide the highest levels of encryption for all client online stores and affiliated websites.

OSP by Edlio is hosted at state-of-the-art Tier III data centers provided by the corporation RagingWire. RagingWire is a leading provider of hybrid Infrastructure-as-a-Service (IaaS) solutions that span enterprise cloud, managed hosting and data center colocation. RagingWire is one of the premiere Network Operations Centers (NOC) in the United States.

Data centers are protected via video surveillance, intrusion detection systems, and other electronic means. Physical security supporting OSP by Edlio exceeds industry standards with 24/7 on-site staff, alarm systems with security and comprehensive video surveillance, and multi-level access authorization with biometric verification and security-controlled access level assignments. RagingWire has completed SOC 2 Type II and SOC 3 audit reports, providing our customers with complete peace of mind in knowing their OSP by Edlio environment is secure.

Data centers are also conditioned to maintain atmospheric conditions at optimal levels and include automatic fire detection and suppression equipment and uninterruptible Power Supply (UPS) units to provide back-up power. All load balancers, routers, static servers, web application servers, and database servers are redundant.

## **NETWORK SPEED/LATENCY**

OSP by Edlio network services are provided by multiple independent telco carriers and reside on the backbone of the Internet. Network performance is actively monitored and will automatically burst speeds and availability during high transaction periods.

## **MONITORING**

OSP by Edlio has implemented a variety of automated tools to monitor and alert staff of potential issues and immediate failures in the event of a problem. These alerts monitor issues including hardware failures, database corruption events, security alerts and a variety of performance-based items. Engineers and support staff are available 24/7 to address issues that arise.

## **UPTIME STATISTICS**

OSP by Edlio's uptime averages better than 99.99%.

## **MAINTENANCE AND CONTINUOUS UPDATES**

OSP by Edlio powers thousands of schools' payments and hundreds of online stores nationwide on our proprietary payment platform. We handle all online store and backend maintenance, software development, and updates, releasing software updates and bug fixes on a routine basis. We update our platform at a minimum, monthly, with additional updates if needed to resolve urgent issues.

As with any type of platform development, it is critical that software is developed in a way that is agile, released continuously, and is also designed to be rolled back in case of errors. Our development team is specialized in distributed systems architecture, allowing our systems to be updated on an ongoing basis through "rolling deployments." With these system updates, there is no downtime for your OSP by Edlio suite.

## **DISASTER RECOVERY**

Edlio believes in a proactive approach and exhaustive use of technology to provide the highest levels of business continuity for OSP by Edlio. Several different technologies are utilized at various levels of the architecture to provide redundancy. At the core of the solution is the database repository. OSP by Edlio relies on a primary and redundant Microsoft SQL Server architecture to ensure a single database failure does not compromise the suite.

At the application layer, multiple web servers have been deployed to provide redundancy for potential hardware outages, as well a high level of performance load balancing during peak utilization. The web servers have been engineered and hosted on a virtual server platform that provides a simplified deployment approach and the flexibility to expand the solution overtime without adversely affecting existing production environments.

Network redundancy is provided through a redundant firewall architecture that is connected to multiple internet backbones provided by RagingWire and monitored on a continual basis. In the event of a single circuit failure, Internet connectivity will be routed to the next available provider.

## **QUALITY ASSURANCE**

OSP by Edlio is supported on all major browsers and mobile devices and we leverage a combination of automated and manual testing on a continuous basis to ensure support. All updates follow a rigorous testing and quality assurance review and approval process prior to production release.

## PCI DATA SECURITY

OSP by Edlio is proudly Level 1 PCI compliant. Our compliance with the payment card industry's data security standards keeps your parents' payment transactions safe from the vulnerabilities that allow for theft of cardholder data.



OSP by Edlio meets or exceeds Payment Card Industry (PCI) Data Security Standards, and therefore, agrees to use the collected information in compliance with all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); and IAW applicable Payment Card Industry (PCI) Data Security Standards. OSP by Edlio will be responsible for maintaining PCI DSS compliance. Proof or certification can be provided.

As part of OSP by Edlio's commitment to data security and protection of cardholder data, we maintain the highest levels of PCI compliance through of combination of security measures. This includes but is not limited to: multiple encryption methods like SSL, IPSEC, RC4, tokenization, servers on a Tier IV data center, cloud-based backup services with better than 99.99% availability, daily monitoring, quarterly staff training, white hat penetration tests, yearly onsite audits by 3rd party security experts, and ongoing monitoring and occasional onsite audits by credit card associations like MasterCard and Visa.



OSP by Edlio is "on the list" of The Visa Global Registry of Service Providers, which acknowledges service providers that have shown their commitment to security by meeting the requirements of the PCI Standard. OSP by Edlio is also on MasterCard's list of SDP Compliant Registered Service Providers. [Direct link to our listing in the Visa Global Registry of Service Providers](#)  
[Direct link to the MasterCard's SDP Compliant Registered Service Provider List](#)

## TRANSACTION COMMUNICATION

All communication between the parents' browser and the OSP by Edlio suite occurs over a secure HTTPS connection, using an RSA 2048-bit SSL certificate and 256-bit symmetric encryption with ongoing integrity checks throughout the checkout process. All data in transit, processing, and at rest is secured using either a software-based encryption engine or hardware-based encryption for back-end database encryption for data at rest. At no time is credit card information processed through our servers, and all communications concerning the credit card charge occur directly between the parents' browser and the credit card processor. Data privacy is paramount to all operations at Edlio. At no time is your data shared or exposed to external entities in any way.

# The Edlio Solution: Websites and Payments Together

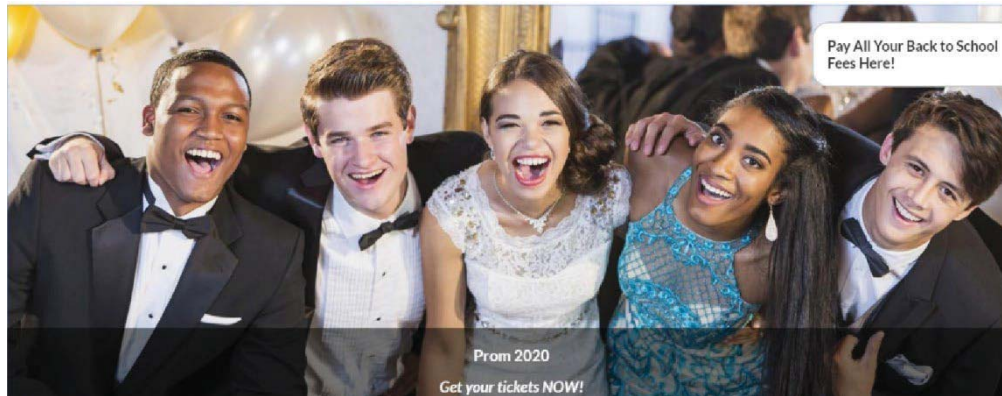
As a complement to OSP by Edlio, we are also proud to offer additional products to enhance and simplify your schools' communication efforts. Like OSP by Edlio, Edlio Websites and Edlio Engage are both powerful communication tools that are easy-to-use and mobile-friendly.

## CMS Integration with OSP by Edlio

Connect your OSP by Edlio suite to your school website with a free CMS integration for Edlio Websites.

### Options Include:

- Highlight certain fees
- Calendar integration
- Single sign-on (SSO) for parents
- And much more!



# eLearn

Edlio is proud to offer eLearn, our professional development course program – where our industry experts train you to transform your school website into an effective communication, marketing, and technology tool!

You'll develop strategies on how to solve common school & district problems while learning in-demand website skills to help you do your job effectively.

Each course is 60 minutes long, and you have 12 months to complete the courses you select. You and your staff will receive certificates of completion, plus some Edlio swag.

Full course descriptions can be found on the next page. Additionally, you have the option to select one of our Conversations With... offerings as a course. Descriptions of those are also included.

## Learn How to...



**ESTABLISH  
WEBSITE  
SECURITY**



**INCREASE  
STUDENT  
ENROLLMENT**



**USE  
FEATURES  
EFFECTIVELY**





## PROFESSIONAL DEVELOPMENT COURSE LIST

Each course is approximately 60 minutes. Individual & group sessions available.

- **eLearn 101, 102, & 103**
  - Beginner, Intermediate, & Advanced training in Edlio's unique features & services
- **Headstart to Edlio**
  - Are you new to your position and have no idea how to utilize your Edlio website effectively? This course is for you!
- **Edlio Features - Pages 101**
  - An introduction to Pages, including new enhancements & tips on how to make your page look professional
- **Edlio Features - Forms 101**
  - An introduction to Forms & best practices
- **OSP (Online School Payments) by Edlio**
  - How to get set up & best practices
- **Accessibility & Your Website (ADA)**
  - Accessibility standards to ensure your website is accessible to all
- **Driving Enrollment with Your Website**
  - Use website branding, social media, & more to increase enrollment
- **Google Analytics and SEO (Search Engine Optimization)**
  - Learn ways to improve the quality & quantity of traffic to your website
- **Incorporating Google Workspace/Office 365**
  - How to integrate Google Workspace for Education or Office 365 Education
- **LDAP and SSO (Single Sign-On)**
  - Authorization & access control
- **Contact Lists & SIS integration**
  - Direct API or SIS Data importer (CSV and SFTP)
- **Communication & Announcements**
  - Email Sender, School News app, Edlio Broadcast, etc.

The Edlio logo, consisting of the word 'edlio' in a lowercase, red, sans-serif font. To the right of the logo is a vertical bar with four colored segments: teal, orange, pink, and red.

edlio



## PROFESSIONAL DEVELOPMENT COURSE LIST

Each course is approximately 60 minutes. Individual or group sessions available.

### Conversations With...



#### **Tier 3 Technical Support**

Our technical support specialist will help you tackle any technical issues you may be experiencing and more.



#### **Product Manager**

Speak one-on-one with a product manager about product timelines, feedback to improve existing products, or ideas for potential products.



#### **Design Team Member [For Redesign Projects only]**

Work with a member of the design team on ways to enhance the look, layout, and feel of your school's website.



#### **Project Manager [For Redesign Projects only]**

Discuss project timelines and planning with a project manager.



#### **Marketing Team Member**

Meet with one of our marketing gurus and learn different ways to use your website as an effective marketing tool for your school.



#### **OSP (Online School Payments) by Edlio**

Meet with an OSP team member to learn how to setup your online school store and bring more revenue for your school



# School Webmaster Services

Running a school website can be hard, even with tools as easy as Edlio's and knowledge from our eLearn program. If your school still finds that keeping your website current, compliant, and professional is overwhelming or expensive, we have a solution!

## What You Get

Having School Webmasters manage your website updates, rather than your staff taking on additional duties that require ongoing training, means we provide dedicated staff trained to:

- Assure website accessibility for every website update
- Use best practices for website content placement
- Complete website updates quickly and accurately
- Check the grammar and spelling (particularly embarrassing on a school website)
- Check for broken links and routinely remove out-of-date information
- Send monthly reminders to encourage fresh, up-to-date, and engaging website content
- Maintain a consistent conversational and inviting tone-of-voice
- Retain intuitive navigation and attractive design and layout
- Follow the Chicago Manual of Style

Can your busy staff do all that?

## How Your School Benefits

In addition to enjoying reliable, consistent website management, your benefits include:

- Saving staff time, so they remain focused on their core roles
- Improving the quality of your school communication strategies
- Ensuring ongoing consistency in website tone, style, and branding
- Eliminating static, outdated, and ineffective websites (we send your staff reminders and tips to gather engaging updates and content)
- Receiving recommendations for ways to improve the usability and effectiveness of your website from the folks who know!

# School Branding Services

Edlio is proud to have over a decade of experience creating school and district websites. We are versed in current trends and best practices and have your best interest in mind. The branding packet creation process requires you to work closely with our team to help that we clearly understand your wants and needs for your new branding. The final deliverable will include:

Logo:

- Icon logo with school name
- Icon logo with no school name/motto
- Horizontal version
- Responsive logomark
- Color Palette (up to 4 colors)
- 2 Fonts
- Title
- Body
- Digital letterhead

## **DWS DESIGN OPTIONS**

- INDIVIDUAL:
  - Schools will have their own logos and colors (different from the district)
- HYBRID:
  - Schools will share the same colors as the district but will have their own logos.
- SHARED:
  - Schools will share the same colors and logo (with individual school names added to the main district logo)

## **HOW IT WORKS**

Similar to an Edlio website project, you'll work with a Project Manager to craft your branding. You'll start by submitting a questionnaire to your PM and discussing it over a phone call. After the call, your PM and our team will get to work providing you options to choose from. Once you select your top options from each deliverable and it undergoes a round of revisions, we send you a mood board and you'll approve the final selection. Once it's approved and completed, we deliver a final packet in a zip file for you to use in your Edlio site, your letterhead, or whatever you need!

# Branded Mobile App by Edlio

Edlio's mission is to connect K-12 communities with the best technology and best-in-class service. Why? Because with the right tools, educators can better engage their communities and improve student outcomes. We understand that schools have evolving communication needs, and we're committed to meeting those needs.

We know how important it is for you to connect with every member of your school community. With Edlio's branded mobile app, your staff get a direct line to students, families, and staff in the most convenient, never-more-than-six-feet-away device: their phone.

## WHY USE AN APP?



### UNIQUELY BRANDED

This isn't a one-size-fits-all app; it's a unique app designed for YOUR school, featuring your logo, school colors, and mascot!



### TRANSLATABLE CONTENT

Families select the language they prefer when they download the app. Your app messages & content are automatically translated into over 40 languages!



### UNLIMITED NOTIFICATIONS

Your app is integrated with your Edlio CMS so that you can create unlimited messages to push out through your website, email, voice, text, and the app from one central place.



### GATEWAY TO COMMUNICATION

An app is a gateway to your school website and a valuable pathway to communication with your students and families. Reach the people you need where they are: on their mobile devices.



### FREE TO DOWNLOAD

Families can find the free app in the App Store and Google Play store as soon as it's live.



### PERSONALIZED SUPPORT

All Edlio products include unlimited support. Access our online Help Center, get live tech support, or talk to your dedicated Client Success Specialist.



## ALERTS

- Share important news, announcements, and more to a central news feed and via push notifications.
- Easily find administrator and teacher contact details and access calendars, quick links, class pages, and more.
- Connect important information such as your student handbook, teacher websites, calendars, and forms.



## BRAND

- Your app is customized to the look, layout, and feel that's right for your school or district with a broad range of colors, text and format styles.
- Showcase your events and special moments through an interactive photo gallery and a link to your online videos.



## INVOLVEMENT

- Users can view and subscribe to calendars for general events, athletic teams, parent groups, student clubs, and more.
- An interactive map provides easy access to turn-by-turn directions to all event locations.



## ACCESSIBILITY

- App users can choose from over 40 languages including Spanish, Chinese, Arabic, Vietnamese, Somali, and more.
- Accommodate everyone in your community to ensure your messages are getting through.

## PROCESS

- The client will have a kickoff call with the project manager to discuss their overall project, as well as the Branded Mobile App Process.
- The Project Manager will provide the client with two action items:
  - Completing Branded Mobile App Questionnaire
  - Creating an Apple Developer Account, which is required from the client in order to add to the Apple Store.
- Once the questionnaire has been submitted the Edlio team will begin the process of building the client's branded mobile app.
  - This process takes approximately 2-3 weeks to complete.
- Once the build is completed, the Edlio team will send a web version of the app to the client to preview and approve.
  - The client will be able to send any link updates they would like made to the app at this time.
- Once the client approves the app, the Edlio team will send to the app to Google and Apple to review and approve.
  - This takes 1-2 weeks for the approval process
- Once the build of the client's site is complete, we will plan for a launch date for both the website and the app.
  - NOTE:
    - We request at least one week of advance notice on the launch of your site so that we can prepare to launch the app as well.
    - The app cannot launch without the site launching because live website links are required for the app to populate content.
- Once the app is launched, it takes 1-3 hours to appear in the Apple Store and 48-72 hours for the Google Store.
- Once the Google Store is live, the client's CSS will reach out with the Universal link that allows users to access the app no matter what type of device they are on, as well as send the marketing one sheet that the client can use to notify their community.

## TIMELINE

The timeline will align with the site build process. Starting with the kick-off call with the PM and ending with the launch of the website. If the client would like a date-driven timeline, then their PM can create one upon request

