

TIPS VENDOR AGREEMENT

Between Satchel Pulse (Teachercentric Inc dba Satchel Pulse) 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 and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience of TIPS Agreement Only

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

TIPS Member Purchasing Procedures

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

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.

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

Licenses

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

Novation

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

Site Requirements (*only when applicable to service or job*)

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

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

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

Safety Measures

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

and existing structures from injury or damage.

Smoking

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

Marketing

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

Supplemental Agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by

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

Force Majeure

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

Choice of Law

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

Venue, Jurisdiction and Service of Process

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

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or

in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

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

Support Requirements

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

STATUTORY REQUIREMENTS

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

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

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

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

TIPS Agreement number and description at:

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

Insurance Requirements

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

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

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

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name Satchel Pulse (Teachercentric Inc dba Satchel Pulse)

Address 47 East Chicago Ave #314

City Naperville State IL Zip 60540

Phone 816-591-4644 Fax _____

Email of Authorized Representative jeff.klein@teamsatchel.com

Name of Authorized Representative Jeffrey Klein

Title Director of School Experience

Signature of Authorized Representative 

Date 2/16/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5-25-2022

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
SACHEL PULSE
Teachercentric Inc.
Supplier Response**

Event Information

Number: 220105 Addendum 1
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/18/2022 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

SATCHEL PULSE Information

Contact: Jeffrey Klein
Address: 600 S WASHINGTON ST, STE 105
NAPERVILLE, MO 64151
Phone: (816) 591-4644 x0000
Email: jeff.klein@teamsatchel.com

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

Jeffrey Klein

Signature

Submitted at 2/16/2022 8:12:06 PM

jeff.klein@teamsatchel.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.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

220105 Reference_Form.xlsx

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

Satchel Pulse - RegionVIII TIPS.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 TIPS.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.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

Satchel Pulse logo - rounded.png

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 CERTIFICATION OF CORPORATE OFFERER FORM.pdf

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

W9- Teachercentric, Inc wdба.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

1	<p>Yes - No</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 Yes - No
Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.
Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No
The Vendor can provide services and/or products to all 50 US States?

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

5 Company and/or Product Description:
This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

6 Primary Contact Name
Primary Contact Name

7 Primary Contact Title
Primary Contact Title

8 Primary Contact Email
Primary Contact Email

9 Primary Contact Phone
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

10 Primary Contact Fax
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

1 1	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Jon Tiss"/>
----------------------	--

1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Sales Director"/>
----------------------	--

1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="jon.tiss@teamsatchel.com"/>
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1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8165914644"/>
----------------------	--

1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Martin Smith"/>
----------------------	--

1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="martin.smith@teamsatchel.com"/>
----------------------	--

2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8165914644"/>
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2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Martin Smith"/>
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2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="martin.smith@teamsatchel.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8165914644"/>
2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.satchelpulse.com"/>
2 5	Entity D/B/A's and Assumed Names 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="Satchel Pulse"/>
2 6	Primary Address Primary Address <input type="text" value="47 E CHICAGO AVE STE 314"/>
2 7	Primary Address City Primary Address City <input type="text" value="NAPERVILLE"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="ILLINOIS"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="60540"/>
3 0	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="Satchel, Pulse, SEL, Social, Emotional, Culture, Climate, Survey,"/>

**3
1** **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants 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.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

**3
2** **Yes - No**

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

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

OR

(B) employs at least 500 persons in Texas?

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

**3
3** **Company Residence (City)**

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

**3
4** **Company Residence (State)**

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

**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%.

**3
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.

**3
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?

4
2

Years in Business as Proposing Company

Years in business as proposing company?

4
3

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.

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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?

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2 CFR PART 200 Termination

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

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

Does vendor agree?

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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?

5
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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?

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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?

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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?

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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 4 2 CFR PART 200 Contract Cost & Price

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 5 FEMA Fund Certifications

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 6 Certification of Compliance with the Energy Policy and Conservation Act

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?

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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.

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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.

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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**

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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?

7 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? <input type="text" value="Yes, I Agree"/>
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7 7	Infringement(s) Explanation of No Answer <input type="text" value="No response"/>
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7 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. <input checked="" type="checkbox"/> Yes, I Agree (Yes)
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7 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? <input checked="" type="checkbox"/> Yes, I Agree (Yes)
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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 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. 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 (87th 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 (87th 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 (87th 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 (87th 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."

TIPS RFP 220105 Technology Solutions, Products and Services

REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities who have used your ser the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Dodge County School District - GA	Edwina Terman	eterman@dodge.k12.ga.us	(478) 374-3783
East Providence School District - RI	Tabitha Watjen	twatjen@epschoolsri.com	(401) 383-2224
Elementary School District No. 159	Nina Gregory-King	nking@dist159.com	(708) 720-1300
Hickman Mills C-1 School District	Casey Klapmeyer	caseyk@hickmanmills.org	(816) 316-7000
Douglas County School System	Michelle Ruble	michelle.ruble@dcssga.org	(770) 651-2000

Required Confidential Information Status Form

Satchel Pulse (Teachercentric Inc dba Satchel Pulse)

Name of company

Jeffrey Klein

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

47 E Chicago Ave

Naperville

IL

60540

816-591-4644

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 Jeffrey Klein

Digitally signed by Jeffrey Klein
Date: 2022.02.16 18:24:17 -06'00'

Date 2/16/2022

Satchel Pulse Products Overview

Social Emotional Learning

Culture and Climate

Survey Builder

Your Voice

For:

The Interlocal Purchasing System (TIPS)

Region VIII Education Service Center

February 2022



Social Emotional Learning

See more at:

<https://www.satchelpulse.com/products/sel.html>

The Power of Satchel Pulse

Partnership Benefits

- Gain a framework to start or build upon an existing SEL initiative.
- Tools to monitor and report on SEL progress in your school or district.
- Quickly identify students that need additional SEL supports.
- Rich data that connects interventions to assessments and monitor intervention progress.
- Embedded equity resources that can improve engagement and enhance academics.

Systematized Approach for Supporting SEL

- Universal SEL screeners serve as baseline assessments for all students to ensure that everyone has the opportunity to explore their strengths and next steps for SEL growth. Follow-up diagnostics help dig deeper into student needs by exploring specific SEL sub-skill needs. Follow-up assessments with targeted intervention support provided by Satchel Pulse.
- Buildings can deploy our SEL intervention management plans with any educator to deliver small-group and one-on-one instruction that targets student needs based on our assessment data and tier recommendations

Support Current District Systems

- Use Satchel Pulse as an online tool for MTSS/RTI/PBIS, our assessment model and approach specifically aligns with this context. Make student tier recommendations based on a tiered approach so that all students are getting the support that they need. View this data with other relevant evidence to gain more accurate insight into student profiles.

Comprehensive Reporting

- District reports allow for a wide variety of data analysis. The reports are quick and easy to use. Users can quickly review overall and individual CASEL competency scores from school to school through an easy to read format. Flexible filtering helps highlight equity by allowing for a more customized view of this report that pinpoints the social-emotional performance of student sub-groups across schools. Simple color-coding highlights areas of success across the system and room for improvement. District leaders can support their buildings with an overall improvement of student SEL outcomes by using the data to provide next steps.

Guide for Professional Learning

- Analyze building reports to better understand the needs of your staff. School and district reports reveal areas of success and opportunities for growth and professional learning. Use this data to take action by building professional learning opportunities for staff that address building gaps and needs.



The Power of Satchel Pulse

Resource Management

- Satchel Pulse includes an intervention library that houses intervention resources for students. However, this feature can also be used to organize and distribute current SEL lessons within a district. Import current SEL curriculum, district-created, and building-created resources into our system to allow for all educators to access and use to support student needs. This also allows for districts to better assess, monitor, and evaluate their current resources as buildings use these to support student SEL gaps.

Wide Range of Monitoring Tools

- Satchel Pulse includes a variety of ways to monitor building progress and approaches to supporting students SEL skill growth. The SEL dashboard includes an overview of live tier movement that displays students who are moving in and out of tiers. Furthermore, filtering options allow for districts to dig into the movement of specific sub-groups of students. View the diagnostic status and explore the number of interventions created weekly. Dig down even more by choosing a student from this screen to see their progress monitoring report that reveals the ways buildings and teachers are supporting student needs.

Social Emotional Learning Assessment and Intervention

- Why it Matters

- Low SEL skills inhibit students' learning and academic growth.
- Students don't have the SEL skills to be successful in life, critical life skills.
 - Research shows SEL skills are as important as intellectual skills.
- Behavior problems in schools threaten safety and disrupt learning.
- Mental health crisis.
- Students fall through the cracks. Identify students needing additional SEL supports and specify which skills.
- Handling the logistics, Plan SEL intervention and monitor progress.
- No info to connect interventions to assessments and monitor intervention progress.

SEL Assessment and Intervention

What problems are we solving?

- Low SEL skills inhibit students' learning and academic growth and often result in misdiagnosis of behavioral problems.
- SEL skills are critical life skills that are important across all contexts and content areas.
- Support more students over time with SEL skill development.

How do we help?

- Holistic solution: Assessment management tools, data collection and organization, tier placement, intervention planning, delivery, and progress monitoring.
- Organize and support students falling through the cracks through MTSS/RtI Model.

Social Emotional Learning Assessment Process

Satchel Pulse SEL provides a systematic approach to assessing, intervening, and monitoring of students' social-emotional skills.

SEL in an MTSS/RTI Context

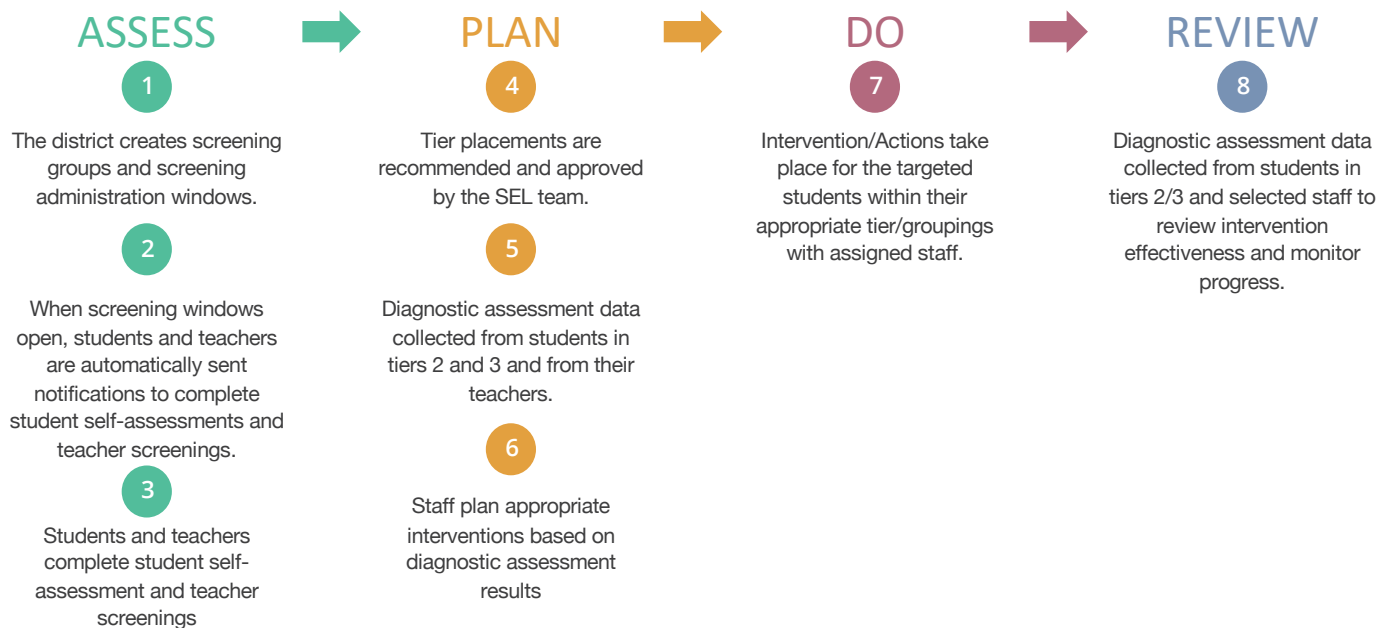
Satchel Pulse SEL follows a comprehensive eight-step process for assessing and addressing student SEL needs.

During the assessment phase, districts create screening windows for groups or buildings. As soon as the screening window opens, screener and diagnostic assessments are deployed to both students and teachers automatically.

After students and teachers complete their assessments, intervention planning begins. Satchel Pulse SEL provides tier recommendations based on student and teacher assessments, however the final decisions can be made by personnel after reviewing recommendations.

Following tier approval and placement, Satchel Pulse SEL recommends and provides intervention unit plans for staff to assign and facilitate with small groups or one-on-one with students.

Finally, Satchel Pulse SEL includes progress monitoring tools to help users evaluate the impact of targeted interventions.



The Assessment Model

All Satchel Pulse SEL assessments are explicitly built from the CASEL Framework and focus on evaluating student SEL skill sets against the five core competencies and their sub skills.

Universal Screening Process

Student Self-Assessment

- 20 questions
- Two times a year
- This self-assessment is easily delivered to all students through computers or mobile devices. Assessment questions assess each area of the CASEL Core Competencies. Students can self-assess quickly in 5-10 minutes.

Automated Diagnostic Process

Student Diagnostic Assessment

- 10-20 questions
- Follows up Universal Screener
- Progress monitoring for tier 2 and 3 interventions
- The student diagnostic assessment includes 10-20 question that automatically follows up the universal screener for students whose screener results indicate a need for deeper interventions. This assessment drills into a student's two lowest sub skill areas in order to provide users with more information to inform tier placement.

Teacher Diagnostic Assessment

- 10-20 questions per student
- Progress monitoring for tier 2 and 3 interventions
- Teachers will be automatically delivered diagnostic assessments for students who need follow-up data in order to better inform tier recommendations.



Source: casel.org/what-is-sel/

Universal Screening

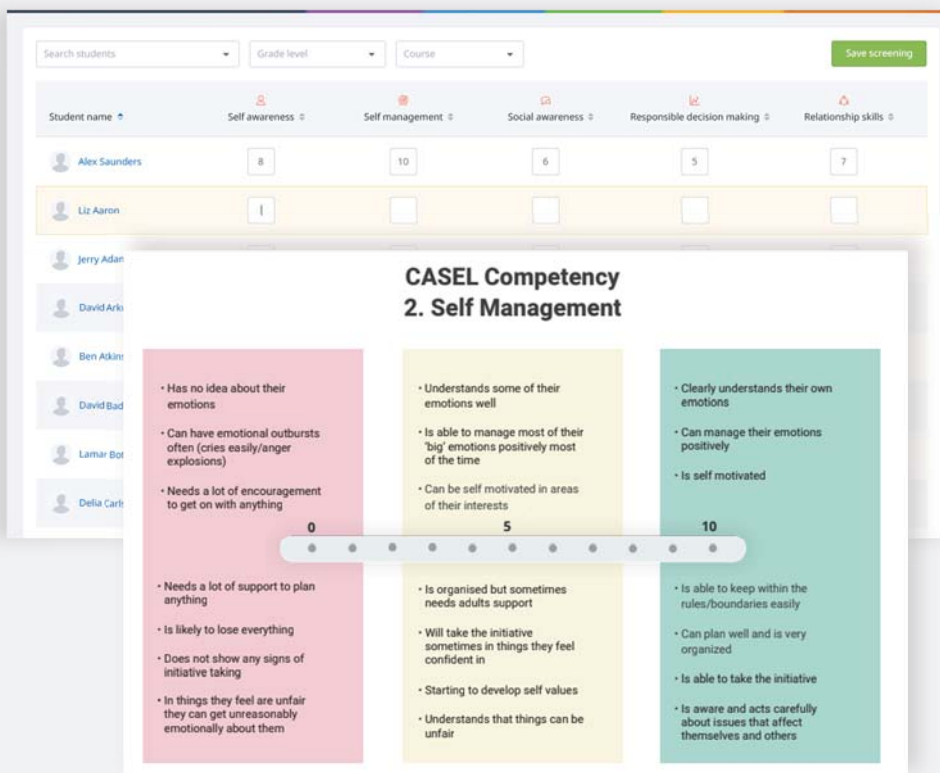
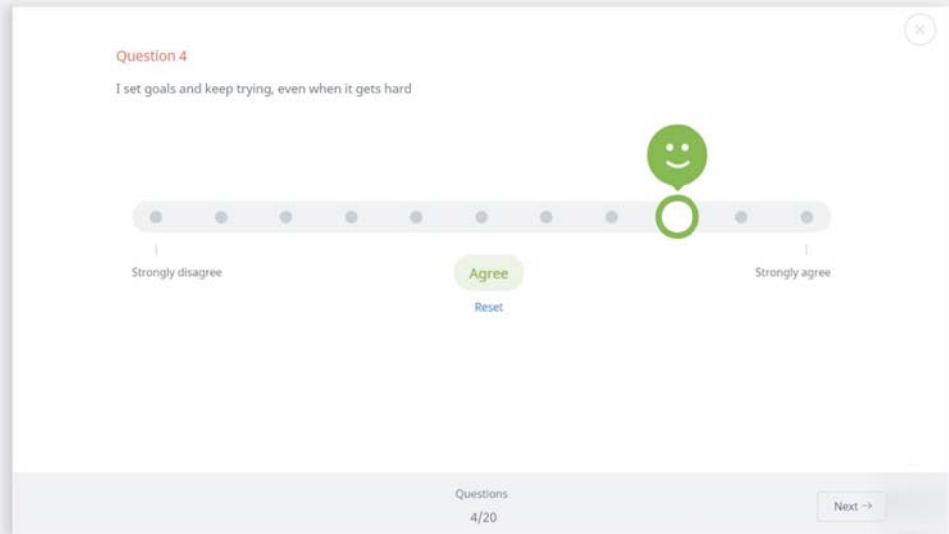
Student Self-Assessments

Satchel Pulse SEL student self-assessments apply inclusive and research-based approaches to the screening process.

The overlay of a traditional Likert-scale with a Wong-Baker scale helps students provide a more accurate assessment of their SEL skills.

Districts can ensure more equitable access through the use of audio readings and translation options.

Additionally, questions on assessments are leveled for elementary, middle, and high school.



Teacher Screener Assessment

Satchel Pulse SEL includes teacher voice and experience through the screening process.

Teachers receive a roster of students and are asked to quantify their observations on a 10-point scale.

An on-screen rubric supports calibration around student observations to ensure more reliability around the data.

Monitor Screening Groups

Easily view screening status

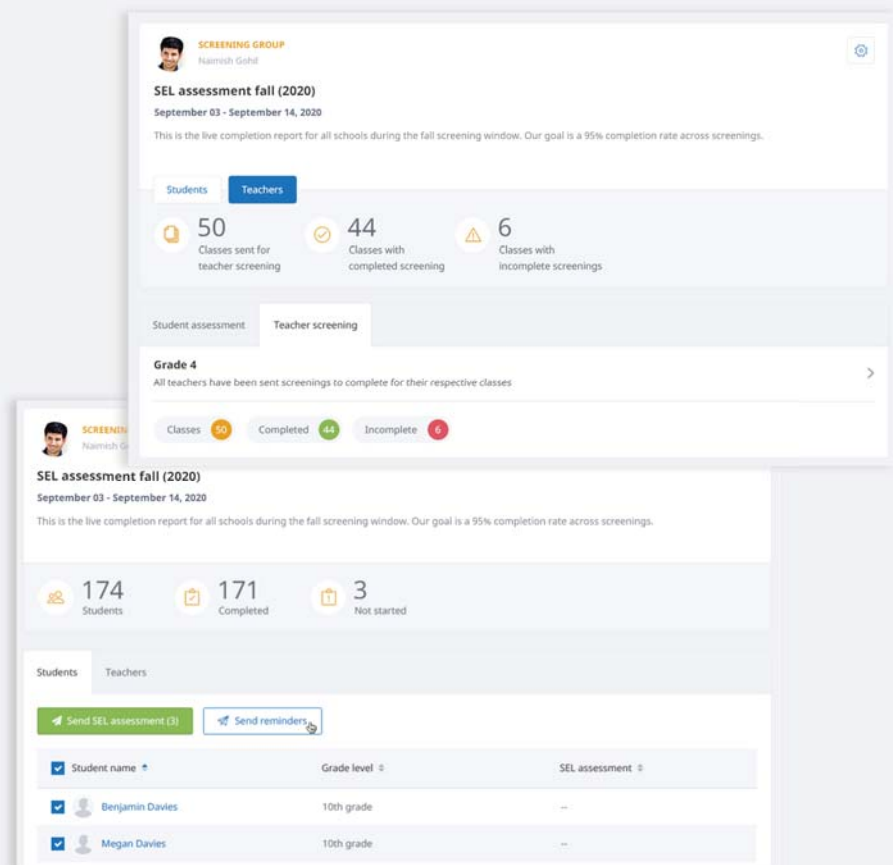
Satchel Pulse SEL takes out the difficulty of monitoring assessment completion status. Administrators can set up automatic nudges or manually remind both students and teachers who still need to complete assessments. Reminders can be delivered to both computers and mobile devices to provide greater flexibility around assessment completion.

Increase student and staff participation

Districts and schools can continuously apply this tool to maximize participation of stakeholders. Satchel Pulse SEL helps districts and schools address only those who still need to complete assessments, thus, eliminating unnecessary communication to those who have already completed their assessments.

Features

- Increase screening participation
- Reduce administrative workload
- Know the status of your screening process
- Know, in real-time, exactly which teachers and students need to complete their screenings
- Remind only those who need reminding



School and District Results

Satchel Pulse SEL provides advanced filtering options that supports districts and schools with continuous improvement around SEL outcomes.

Reporting for Districts

District leaders can access school-level reports that allow for an easy evaluation of district-wide successes and opportunities for improvement. District professional learning teams can use this data to inform decision-making and planning for future professional development opportunities for educators and staff members.

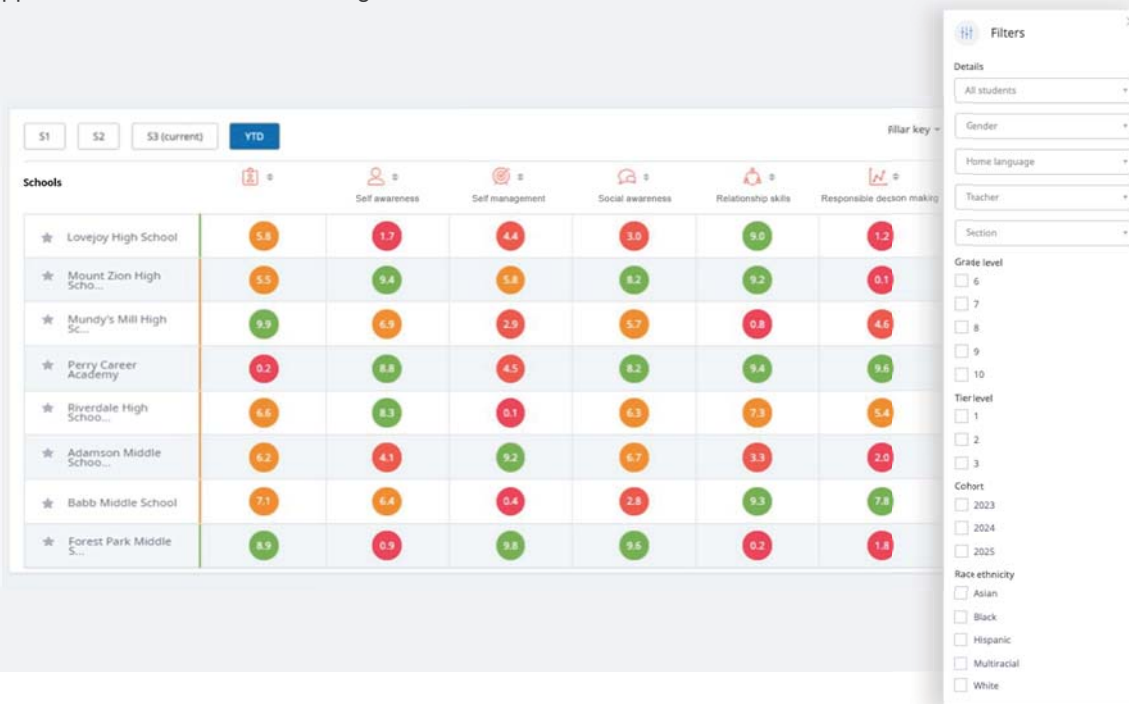
School Information System (SIS) integration options allows for robust filtering options that help district aggregate data by a number of factors and student characteristics.

Quickly evaluate the current landscape of student SEL skills by characteristics such as grade level, race/ethnicity, or Free-and-reduced lunch status. This can help districts support their buildings and building leaders close gaps by providing support and monitoring the progress of specific student sub-groups.

Reporting for Schools

Much like the district reports, school level reporting options allow building leaders to quickly evaluate the specific student SEL needs within their own contexts.

School principals and additional building leaders can use filtering options to explore results by factors imported from the SIS. This data can then be used to support in-building professional learning that address areas of need, or to support individual or team coaching conversation.



Tier Recommendation & Approval

Satchel Pulse SEL provides a flexible tier recommendation and approval process that leaves the decision-making power in the hands of districts and schools.

Tier Recommendations

Following the MTSS/RTI model, Satchel Pulse SEL provides a recommendation for tier placement based on teacher and student scores. Schools and districts can preview the student SEL score alongside the teacher score for each student.

Tier Approval Process

Schools and districts get the final say when it comes to placing students into tiers. First, they may decide to “Approve all recommendations.” This would automatically send all students into the recommended tier provided by the software. Or, there is an option to “Approve only matching tier scores” which would send students into recommended tiers where there is alignment between teacher and student scores.

Schools and districts are then allowed the opportunity to explore data where discrepancies exist between teachers and students. This places the power directly in the hands of the users as they get to engage in a meaningful analysis of the comparative data.

Benefits

- Compare scores of student and their teachers
- View data-based tier recommendations
- Prevent students from falling through the cracks
- Software makes data-based recommendations, educators make tier decisions
- More efficient, focused tier placement decision meetings

The screenshot displays the Satchel Pulse SEL interface for the period of September 01 - December 20, 2020 (Semester 1). It features a table with columns for Student name, Student SEL score, Teacher SEL score, Grade level, and Tier recommendation. A search bar and filters for Grade 4 and Tier are visible at the top. A circular callout highlights the 'Approve actions' dropdown menu, which includes options: 'Approve all recommendations', 'Approve only matching tier scores', and 'Clear all tiers'. The table lists 12 students with their respective scores and tier recommendations.

Student name	Student SEL score	Teacher SEL score	Grade level	Tier recommendation
Alex Saunders	3	3	4	Tier 1
Liz Aaron	3	3	4	Tier 2
Jerry Adams	3	3	4	Tier 2
David Arkwright	3	3	4	Tier 1
Ben Atkinson	1	3	4	Tier 2
David Badger	3	3	4	Tier 3
Lamar Botts	3	3	4	Tier 1
Della Carlson	3	3	4	Tier 2
Julie Cleaver	3	3	4	Tier 1
Benjamin Davies	3	3	4	Tier 1
Megan Davies	3	3	4	Tier 1

Student Profile

Satchel Pulse SEL includes multi-faceted student profiles that include a variety of data points.

SIS Data Integration

Satchel Pulse SEL works with SISs and can provide a unique opportunity to look at additional characteristics and data points alongside SEL assessments.

Radar Overlay Chart

A dynamic graphic provides an easy-to-see representation of alignment between teacher and student assessment scores. This overlay allows districts and schools to quickly assess alignment between teacher and student assessment scores.

Longitudinal Data Views

Within the student profile, users can view assessment data over time from the student self-assessments and the teacher assessments. This report supports schools and districts with gaining stronger insights into how students are progressing with their SEL skills as they continue as students in their district.

Intervention Creation and Monitoring

Schools can create interventions from student profiles. They can also view the present, past, and future interventions for students. Furthermore, schools can keep an eye on time by reviewing how long a student has been in an intervention and how much longer they have to go until it is completed.

Benefits:

- Easy to read radar chart
- Data imported from SIS
- Understand each student's history and trajectory
- View each student's interventions and diagnostic assessment results.

Date	Completed by	Assessment area	Test result
Jan 23 rd , 2020	Naimish Gohil	Social awareness	4.6 View details
Jan 23 rd , 2020	Alex Saunders	Linked to 2 areas	5.8 View details
Jan 23 rd , 2020	Naimish Gohil	Linked to 3 areas	3.7 View details

Student directory | My dashboard / Learner Positioning / Student directory / Alex H. Saunders

← Back | Last synced 2hrs ago

David Badger
Actions

Tier group: Tier 2
Tier change logs: View
Student ID: 002345
Gender: Male
DOB: 21/01/2006
Home language: English
Grade level: 10th grade
Graduation year: 2023
ELL status: Yes
Race ethnicity: Caucasian
Hispanic ethnicity: No

Alex's performance

GPA weighted: 3.47 | GPA unweighted: 3.39

Alex's SEL competencies | Based on CASEL framework

SEL score mapping

Responsible decision making: 10
Self awareness: 9
Self management: 8
Relationship skills: 7
Social awareness: 6

Student self assessment: 5.0 | Teacher screening avg.: 8.0

Student assessment | Teacher assessment

Casel pillars	S1	S2	S3	S4
Self awareness	7.8 Avg	7.4 Avg	7 Avg	7.8 Avg
Self management	8	8	8	8
Social awareness	8	8	8	8
Relationship skills	8	8	8	8
Responsible decision making	8	8	8	8

Student Profile-Diagnostic Assessment Report

Preview Diagnostic Assessments

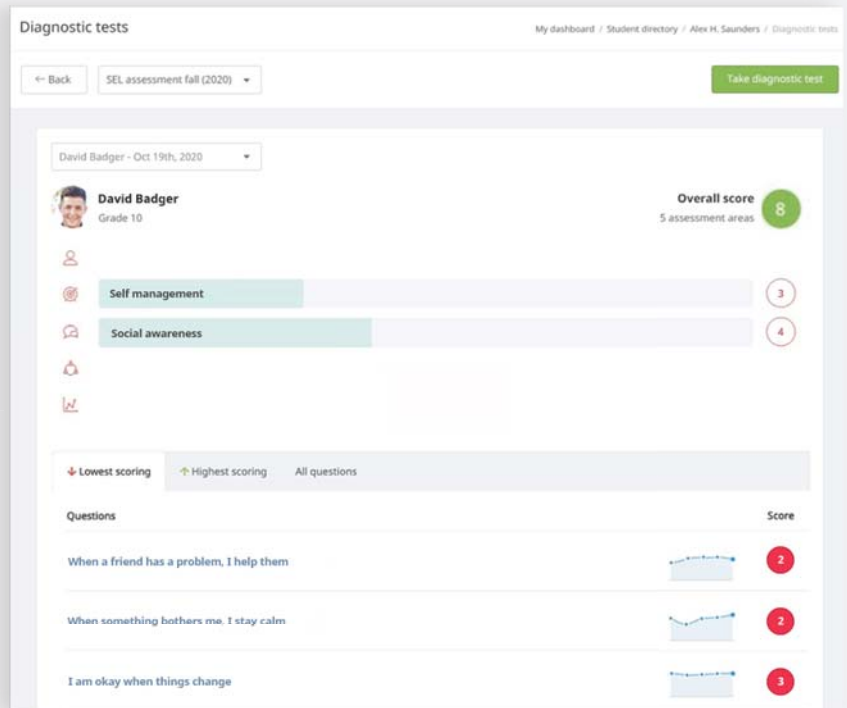
Quickly access diagnostic overviews through the student profile. Preview simple assessment data such as administration data, assignee, CASEL SEL skill area assessed, and overall results. Chose to drill down into the diagnostic assessment by choosing to view details.

Detailed Diagnostic Results

Access individualized diagnostic results with the student profile. Users can explore overall assessment scores and the lowest SEL skills areas. Analyze data at the question level by examining student results at the question level. This report allows for identifying a students highest and lowest scoring questions over time.

Benefits:

- Drill-down into the areas in need of support
- Identify specific subskill weaknesses
- Monitor progress on CASEL subskills



Interventions Diagnostic tests

All assessment areas View all

Date	Completed by	Assessment area	Test result
Jan 23rd, 2020	Naimish Gohil	Social awareness	4.6 View details
Jan 23rd, 2020	Alex Saunders	Linked to 2 areas	5.8 View details
Jan 23rd, 2020	Naimish Gohil	Linked to 3 areas	3.7 View details

Create diagnostic test

Intervention Grouping

Satchel Pulse SEL provides schools with tools to easily group students based on a variety of factors.

Intervention Grouping

Schools and districts have a variety of options for grouping students for interventions. Students may be grouped by low SEL skill area, grade, or other characteristics. Students can then be assigned individually or as a group to an intervention. Satchel Pulse SEL includes tools to create an intervention, assign it to an educator or group of educators, align it to an SEL skills areas, and input a start and end date.

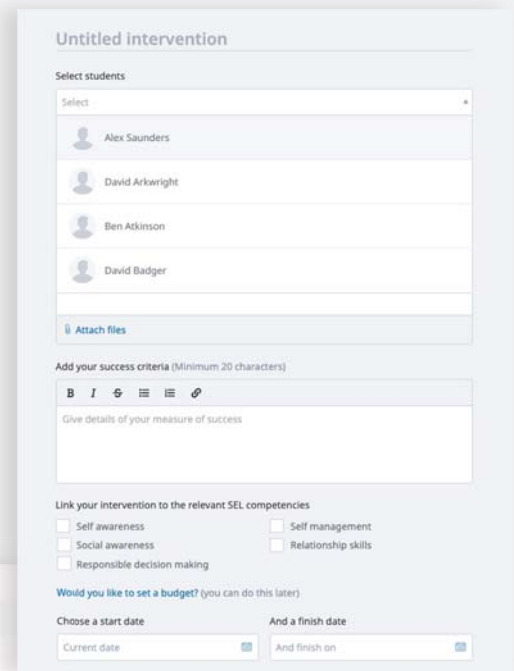
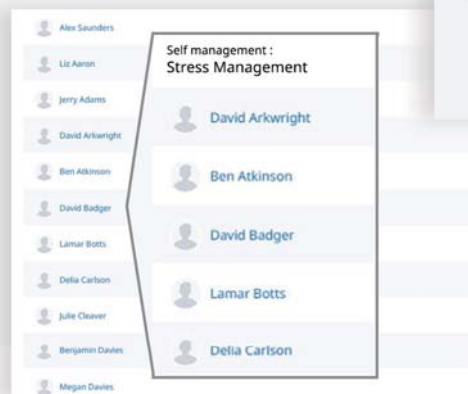
Intervention Planning and Facilitation

Once students are placed into desired groups, recommendations for intervention plans will be provided. Each intervention plan includes six lessons that build on one another to support student growth around a specific CASEL sub-skill.

These intervention plans provide targeted support for students based on multiple data points. Plans support students not only in an over CASEL core competency, but more specifically at the sub-skill level of the competency.

Benefits:

- Select factors to use for grouping students such as common low SEL skill area, grade, class, school, etc.
- Select students from suggested groupings to create a group and assign them to a teacher/interventionist.
- Pulse recommends a couple intervention plans with 6-8 lessons each aligned with the group's specific low SEL subskill.
- Intervention plans are recommended based on specific CASEL subskill needs.
- Or create your own interventions from the lesson bank or from your own custom lessons.



Intervention Library

Library Features

Satchel Pulse SEL intervention plans are housed in our intervention library. The library is searchable by a myriad of factors including CASEL Competency and grade level. Users can preview, rate, and comment on interventions.

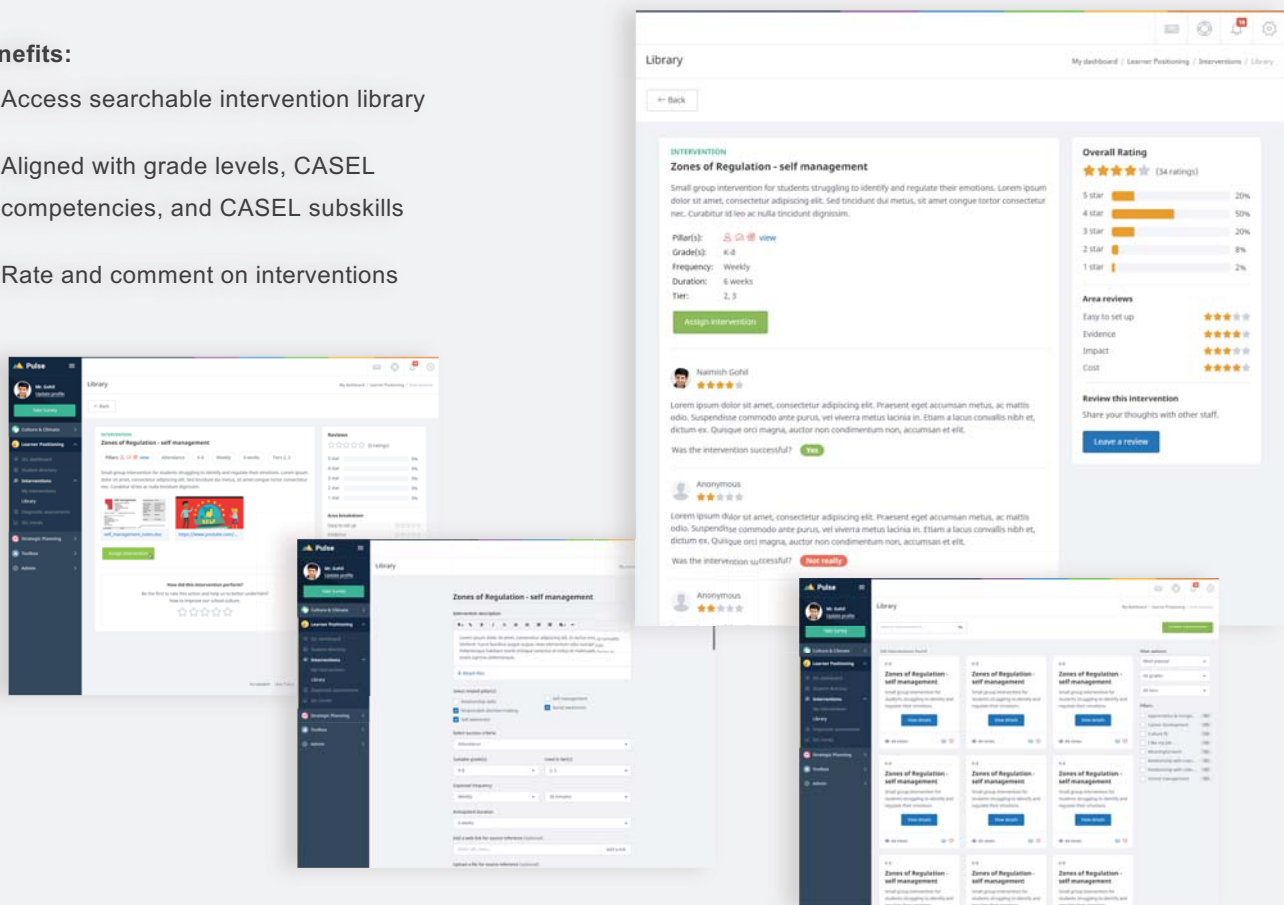
Lessons within unit plans are designed to be delivered at least once a week and take no longer than 15-25 minutes. Additionally, educators can make decisions about delivering individual lessons over multiple days allocate the appropriate time given different contexts.

Resource Management

Integrate current district and schools SEL resources into the intervention library for district-wide use and evaluation. Utilize current SEL curriculums to support additional students needs and use Satchel Pulse SEL to help monitor the effectiveness of current district and school resources.

Benefits:

- Access searchable intervention library
- Aligned with grade levels, CASEL competencies, and CASEL subskills
- Rate and comment on interventions



SEL Lessons

Satchel Pulse SEL includes options for SEL Lessons that support students at all tier levels.

Lesson Features

Our SEL lessons are designed with differing contexts in mind. Building to building resources are different, and facilitation of SEL lessons will be handled differently across these contexts. Our lessons were created for any educators to be able to easily implement regardless of their educational background. Furthermore, these lessons require minimal prep on part of the facilitator.

All lessons include content that is culturally-affirming and supports equity work. Students focus on exploring different perspectives and valuing identities and different cultural contexts. They get opportunities to learn from others through discourse and real-world examples.

Additional Content Options

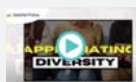
Schools and districts can take advantage of an exclusive partnership with Lessons for SEL.

Add in additional curriculum to support additional resources for students in all tiers. Universal lessons can be delivered under 10 minutes, while smaller group lessons can be facilitated in 15-25 minutes.

Lessons include videos, discussion questions, and CASEL's signature close.

Benefits:

- Lessons usable by any educator
- Culturally-affirming content the supports equity work
- Engage students of all ages with research-based SEL instruction



6 MINUTE OVERVIEW FOR TEACHERS

There are 150 SEL lessons, grouped by core competency. This overview is a suggestion for how to implement each lesson. It is encouraged for you to search for new and creative ways to actively engage your students with the prompts.

30 Seconds
Read and reflect on core SEL competency. A teacher or student can read aloud.

30 Seconds
Read SEL prompts. Ensure students understand prompts. Reread as often as necessary. You may even have students role play prompts.

Self Management - Stress Management

Intervention Plan: Managing One's Emotions (Stress)

Intervention Objective:
For students to be able to:

- Define and identify stress and anxiety
- Develop and practice strategies for managing stress and anxiety

SEL Skill Reminder:
Students learn to identify and understand. They also vary from person to person. When an individual experiences stress, their response is unique and personal, and it is important for them to understand their own stress response. It is important for individuals to recognize triggers that contribute to stress so that they can utilize appropriate coping strategies to regulate their brain state and return to a calm and alert state.

Lesson	1	2	3
Reading Material:	What is stress? What is anxiety? How do stress and anxiety affect the body?	Rights, Rights or Rights: How do rights affect our lives? How do rights affect our bodies?	Stressors: How do people deal with stress and anxiety?
Reader's Note:	Understanding how stress impacts and how it impacts the body.	Understanding how a medication affects results in a behavior.	Stress and coping: How do people deal with stress?
Activities:	<ol style="list-style-type: none"> 1. Introduce Terms: Give a group of papers that students define stress and anxiety. 2. Stress and Emotional Stress: Students draw an example of a person. On the right, students describe how they feel. Internal stress: How do they feel? External stress: How do they feel? How do they feel? 3. Share: Each student shares one stressor and internal stress. They can add to their drawing all they know about the stressor. How do they feel? How do they feel? How do they feel? 	<ol style="list-style-type: none"> 1. Introduce Terms: Students define rights, rights and rights. 2. Stress and Emotional Stress: Students draw an example of a person. On the right, students describe how they feel. Internal stress: How do they feel? External stress: How do they feel? How do they feel? 3. Share: Each student shares one stressor and internal stress. They can add to their drawing all they know about the stressor. How do they feel? How do they feel? How do they feel? 	<ol style="list-style-type: none"> 1. Introduce Terms: Students define stress and anxiety. 2. Stress and Emotional Stress: Students draw an example of a person. On the right, students describe how they feel. Internal stress: How do they feel? External stress: How do they feel? How do they feel? 3. Share: Each student shares one stressor and internal stress. They can add to their drawing all they know about the stressor. How do they feel? How do they feel? How do they feel?
Take Home:	Write and Share: Students take a 10-minute or more break from their work and share their thoughts on a student or adult in their life.	Write and Share: Students take a 10-minute or more break from their work and share their thoughts on a student or adult in their life.	Share List: Create a shared list of ways to manage stress. Share the list with your class. How do they feel? How do they feel? How do they feel?

Progress Monitoring

Satchel Pulse SEL includes progress monitoring tools and data collection to curate multiple data points.

Quantitative Measures

Districts and schools can use the progress monitoring tools to analyze how student formative assessments impact student SEL growth over time. Graphs provide for easy analysis of trends over time for a specific student as it relate to a particular CASEL Competency sub-skill.

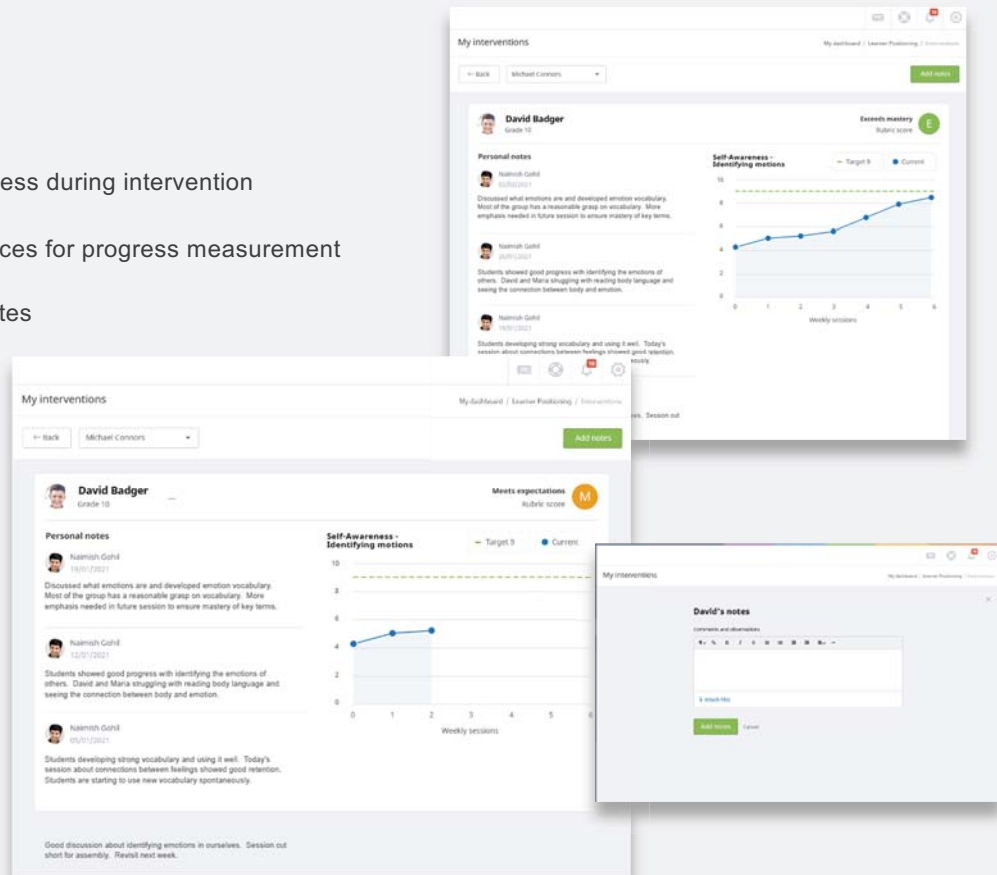
Buildings can also use this data with their staff to support data analysis meetings or coaching sessions with teams or teachers. Buildings who make frequent use of the diagnostic assessments as formative check-ins will have instant access to growth data for students.

Qualitative Component

In addition to housing quantitative data, the progress monitoring tool provides a space for anecdotal measures. Users can add in comments from interventions, meetings, or other observational data that helps other users better understand the student's progress toward the desired SEL skill.

Benefits:

- See student progress during intervention
- Multiple data sources for progress measurement
- Keep progress notes



Tier Movement

Instantly assess the effectiveness of interventions with the SEL dashboard.

Evaluate Intervention Efforts

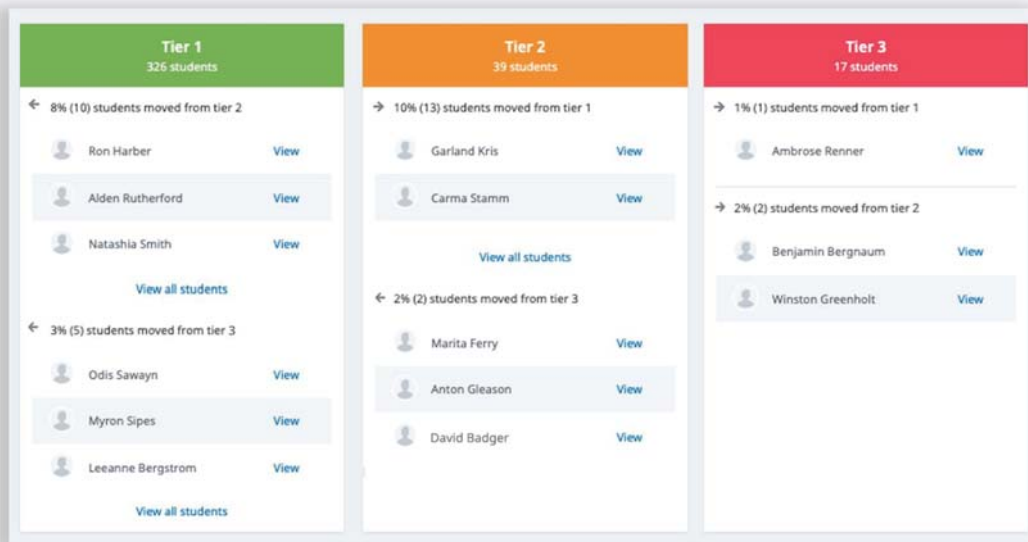
Explore real-time, live tier movement of students within the district through the SEL dashboard. Districts and schools can use this feature to evaluate whether or not interventions are supporting students moving in or out of desired tiers.

Evaluate Interventions for Sub-groups

Filtering options on the live tier movement tools allow for an opportunity to explore the effects of interventions on students with specific characteristics. Districts and schools can dig into how students at specific grade-levels, SPED designations, or race/ethnicity are moving compared to their peers.

Benefits:

- Real time monitoring of tier placement and movement
- Know how effective interventions are
- Evaluate the impact of interventions by school and/or group





Culture and Climate

See more at:

<https://www.satchelpulse.com/products/culture-and-climate.html>

Climate Surveys

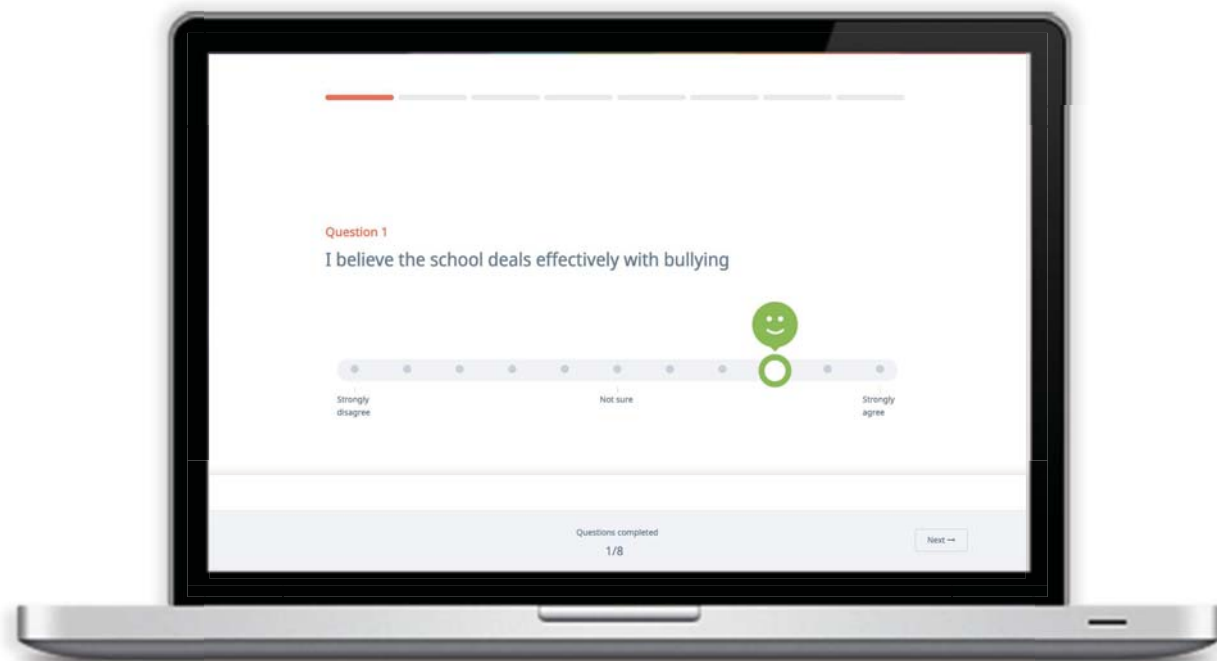
Pulse gathers feedback from staff, students and parents using quick, online climate surveys that can be taken on any device.

Feedback through Pulse

At the core of Pulse is anonymous feedback. Feedback that can be used to drive continuous improvement across schools and districts.

There are three separate feedback streams, one each for staff, students and parents. Each stream has its own unique set of climate survey questions that are specific to the respondents.

Feedback is given on a regular basis through easy-to-use, online surveys that take 90 seconds or less to complete. Users can complete surveys on the device of their choice through a simple, sliding scale interface.



Ensuring participation

Pulse delivers a small, random set of questions to the user each time they take a survey. All users receive different, random question sets for each survey. Over time, each user will answer every question multiple times.

This method ensures that survey fatigue is not an issue and that participation rates remain high.

Climate Surveys

Taking a survey

Pulse makes taking surveys easy. Users are automatically notified when they're due to take a survey with follow-up reminders for those that haven't. A simple, intuitive interface with a sliding scale enables responses to be given quickly.

Visual, color-coded indicators instantly show whether the response given is negative, neutral or positive. For accessibility, the visual indicators also show different states on the slider icon from unhappy to happy. This interface is universal across climate surveys for staff, students and parents.

Question 1
My school supports my career development

Strongly disagree | Strongly agree

Somewhat disagree

Reset

Question 2
I enjoy my school life

Strongly disagree | Strongly agree

Neither agree nor disagree

Reset

Question 1
Teachers treat students fairly

Strongly disagree | Strongly agree

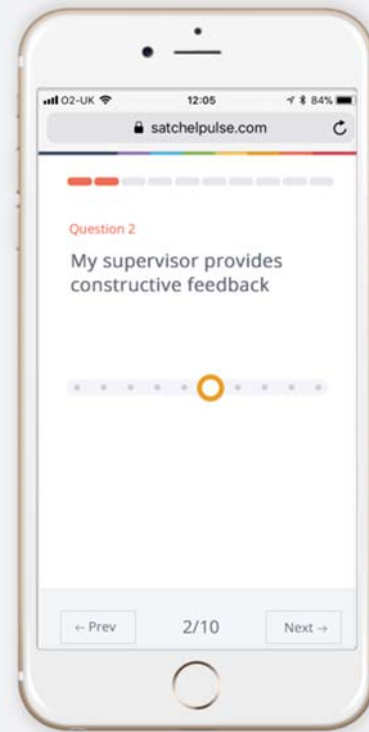
Strongly agree

Reset

Climate Surveys

Surveys on the move

Pulse surveys work equally as well on a mobile device as they do a computer. Users access Pulse and give their answers through a simple swipe motion across the sliding scale. Making this process as simple as possible ensures participation rates are high and survey drop-off is kept to a minimum.



Making feedback inclusive

Giving open and honest feedback becomes more difficult when English is a second language. Pulse enables parents to set their preferred language when they create their account. Surveys are then translated and delivered in their first language.

Languages currently available for selection are in are: English (USA), English (UK), Spanish, Chinese, Arabic, Yupik (USA), Polish, Urdu (Pakistan). Additional languages can be added on request.

Age appropriate questions

Student survey questions are appropriately geared to the age of the student giving the response. Where a question could be misunderstood by the student, the language used in the question is structured appropriately for either elementary, middle or high school students.

Climate Surveys

Setting the frequency

The frequency of survey delivery can be set at a staff, student and parent level by district or school Pulse administrators through the Pulse administration panel.

Staff, student and parent survey frequency settings are independent of each and can be set at different intervals between one and six weeks in weekly increments.

The day of the week each survey is delivered can also be set in the administration panel. Surveys can be paused for holidays or other periods through custom date settings.

Automatic frequency adjustments

In the event of low survey participation, Pulse will automatically adjust the survey frequency and the number of questions asked to ensure that enough data is collected from the pool to maintain statistical accuracy.

The screenshot shows the 'Frequency and settings' tab in the Pulse administration panel. It includes three tabs: 'Frequency and settings', 'Mute surveys', and 'Reset survey cycle'. The main content area is titled 'Change your survey frequency preference' and contains three dropdown menus for 'Staff members', 'Students', and 'Parents', all set to 'Every 4 weeks'. Below these is a section for 'Surveys will be sent between 9am-12noon local time on' with a dropdown set to 'Monday'. There are also dropdowns for 'Academic year start month' (set to 'September') and 'Academic year end month' (set to 'August'). A green 'Update preferences' button is at the bottom. A 'Quick tips' box on the right contains three bullet points: 'Survey frequency may differ depending on participation.', 'If participation is low, Pulse will automatically adjust the survey frequency and number of questions asked', and 'This is to ensure collected from the pool is statistical accurate'.

User accounts

Staff, student and parent accounts

Satchel Pulse provides separate accounts for staff, students and parents. Each account type has different user permissions and views within Pulse.

Staff accounts are segmented with permissions for district administration staff, school principals, classified and certified staff.

District Administrators

District administrators use Pulse to get a holistic view of climate survey results at a district level and for every school. Pulse enables district administrators to compare a school's results to those of the district as a whole or against one or more other schools in the district and to understand where issues may lie in particular schools or in certain areas across all schools. It also shows where schools are doing well compared to others in the district and where best practice could be shared.

Administration rights for this account type include the addition and deletion of schools and full user management across all Pulse users in the District account.

School Principals

School Principals and school leaders get a view of their own survey results, their individual school and that of the district as a whole. They can compare their school results against the benchmark of the combined results of all the schools in the district. This shows where the school is exceeding average scores and where improvements are needed.

Administration rights for this account type include full user management across all Pulse users in the school account.

Staff Members

Certified and Classified staff members can view their own survey results and compare them to those of the whole school.

There are no administration rights for this role.

Students and Parents

Students and parents have access to Pulse but only to participate in surveys.

There are no administration rights for these roles.

User accounts

Staff and student accounts

Account creation

Staff and student accounts are created in Pulse either through a fully automated process involving an integration with the district SIS or manually through the administration panel within Pulse. Once the user data has been loaded, Pulse takes over and does the rest.

Invitations to create a Pulse account are automatically sent along with reminders to those who haven't completed the account setup. Pulse's administration panel shows how many invites are still pending and offers the option to resend invites and add more users.

The image displays three components of the Pulse user interface:

- Email Invitation:** A white email template with a colorful triangle logo at the top. The subject is "Help improve culture at Katy Independent School District". The body text reads: "Dear colleague, At Katy ISD we want to get better at understanding the issues that matter to you so that we can improve our school culture. To do this we've signed up to a new service, Pulse, and we'll send you regular, short, anonymous surveys. These surveys only take a couple of minutes and the feedback you'll give is vital to help us know where to focus our efforts for improvement. Please get involved by signing up and give your feedback regularly! Thanks". A red "Sign up" button is at the bottom.
- Notification Banner:** A yellow banner with the text: "Pamala has invited you to Pulse to improve our school. Your feedback is always anonymous".
- Profile Completion Form:** A white form titled "Complete your profile...". It asks the user to "Please complete your details on the right to create your account." and lists "3 easy steps": "Create your account", "Take your first survey", and "Explore ideas and actions". The form includes fields for "Title", "First name", "Last name", "Certified employee" (a dropdown menu), and "When did you join the school" (with "Month" and "Year" dropdowns). A blue "Complete sign up" button is at the bottom. A note states: "Once your account is created, you can use the Single Sign-On button to log in to Pulse."

User accounts

Parent accounts

Account creation

Where parent data is not available from the parent roster, through an SIS integration the parent can easily create their own Pulse account and link to their child's school through an automated process.

Parents can create their Pulse account using either their email address or mobile phone number. Signing up is a simple process that creates their account and enables them to access it through the route they choose.

Signup via mobile

phone 1/4

Parent sign up

USING MOBILE USING EMAIL

Simply enter your mobile number to register.

+44 7930-424-547

To setup my account I consent to the terms and conditions in the [Privacy Policy](#).

Continue →

1/4

Parent sign up

USING MOBILE USING EMAIL

Simply enter your email address to register.

d.piddington@gmail.com

To setup my account I consent to the terms and conditions in the [Privacy Policy](#).

Continue →

Signup via
email



2/4

Add your details

This helps us personalise Pulse just for you.

Mr David

Piddington

.....

.....

Continue →



Login via mobile

phone

Happy Thursday!

07930424547

.....

Login to my account →

Or view all login options via SSO

Sign in with Google

Happy Thursday!

Mobile number or email address

Password

Login to my account →

Or view all login options via SSO

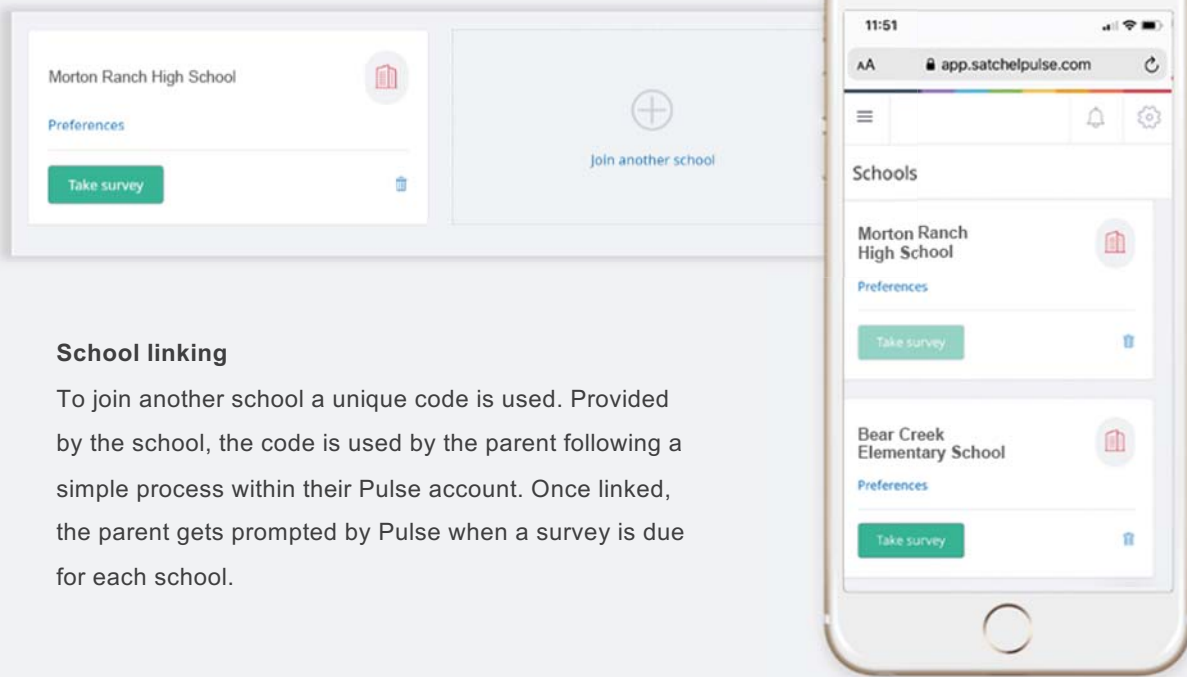
Sign in with Google

Login via
email

User accounts

Parent accounts

Parent accounts are not linked solely to one school. When a parent has children at multiple schools, Pulse allows them to easily link their account to each school.



School linking

To join another school a unique code is used. Provided by the school, the code is used by the parent following a simple process within their Pulse account. Once linked, the parent gets prompted by Pulse when a survey is due for each school.

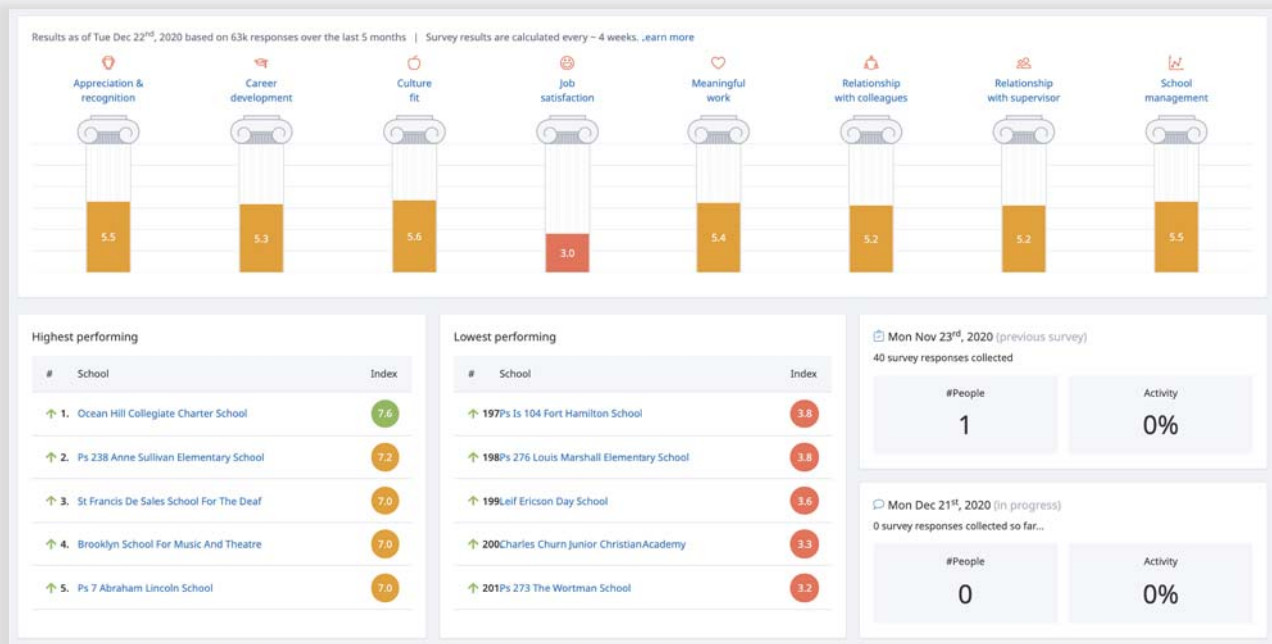
Dashboards and data access

The dashboards

Dashboards show pillars, trends and groups for staff and students by school or across the district. Parent pillars and trends can also be selected. Filtering between views is managed through a simple dropdown selection. User permissions dictate which dashboard views can be seen.

Pillars overview

This view shows at a glance the current average pillar scores for the district or school for either staff, students or parents. Color-coded results give quick visual indicators of areas of focus. Charts are interactive and allow users to click on any pillar and see the details of the data behind it.



At a district level, further data shows the highest and lowest performing schools in the district along with participation and response rate statistics.

Where schools are grouped e.g. North side, South side users can filter the view to see the average for schools in each group.

Dashboards and data access

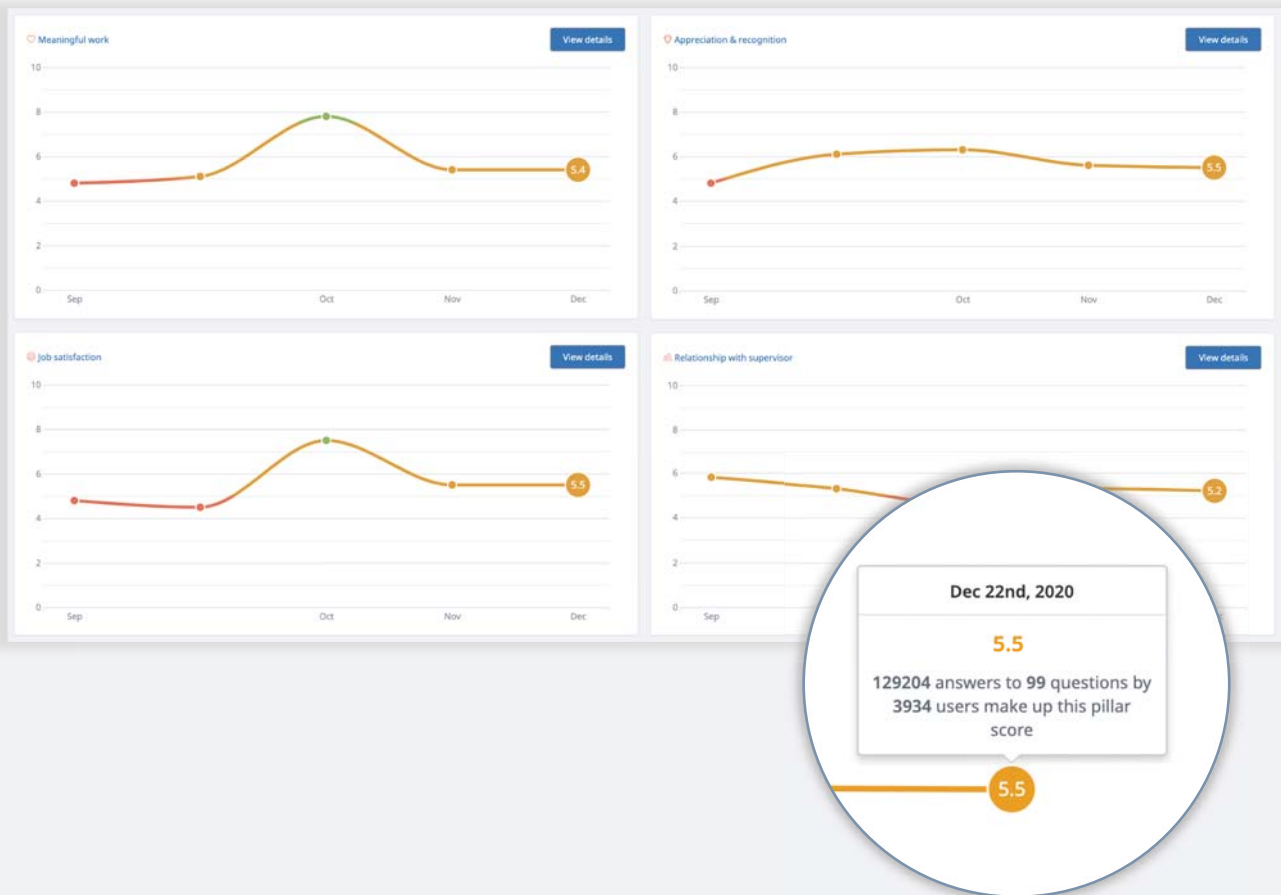
The dashboards

Trends overview

Clicking on [Trends](#) from the Pillars overview will reveal the trends dashboard. The trend for each pillar is shown in one central comparison view showing the current average score for each pillar across the district or school and the trend compared to previous results. Color-coded trend lines quickly focus the user on schools, groups or areas needing attention.

Pulse offers the ability to perform longitudinal analysis of climate survey results through repeated observations of the same variables by asking the same questions of each user group.

Users can filter by set timeframes or create custom date views. Filtering is also available by school or group and any combination of each variable. Selecting points along each trend line reveal participation and response data for that pillar at the date selected.



Dashboards and data access

The dashboards

Trends detail

Selecting [View details](#) on any trend graph displays the detail behind the graph. Filtering options for time frame, school and group are available along with additional data that displays the makeup of the pillar score in terms of the volume of responses over time and the volume of new responses since the previous survey.

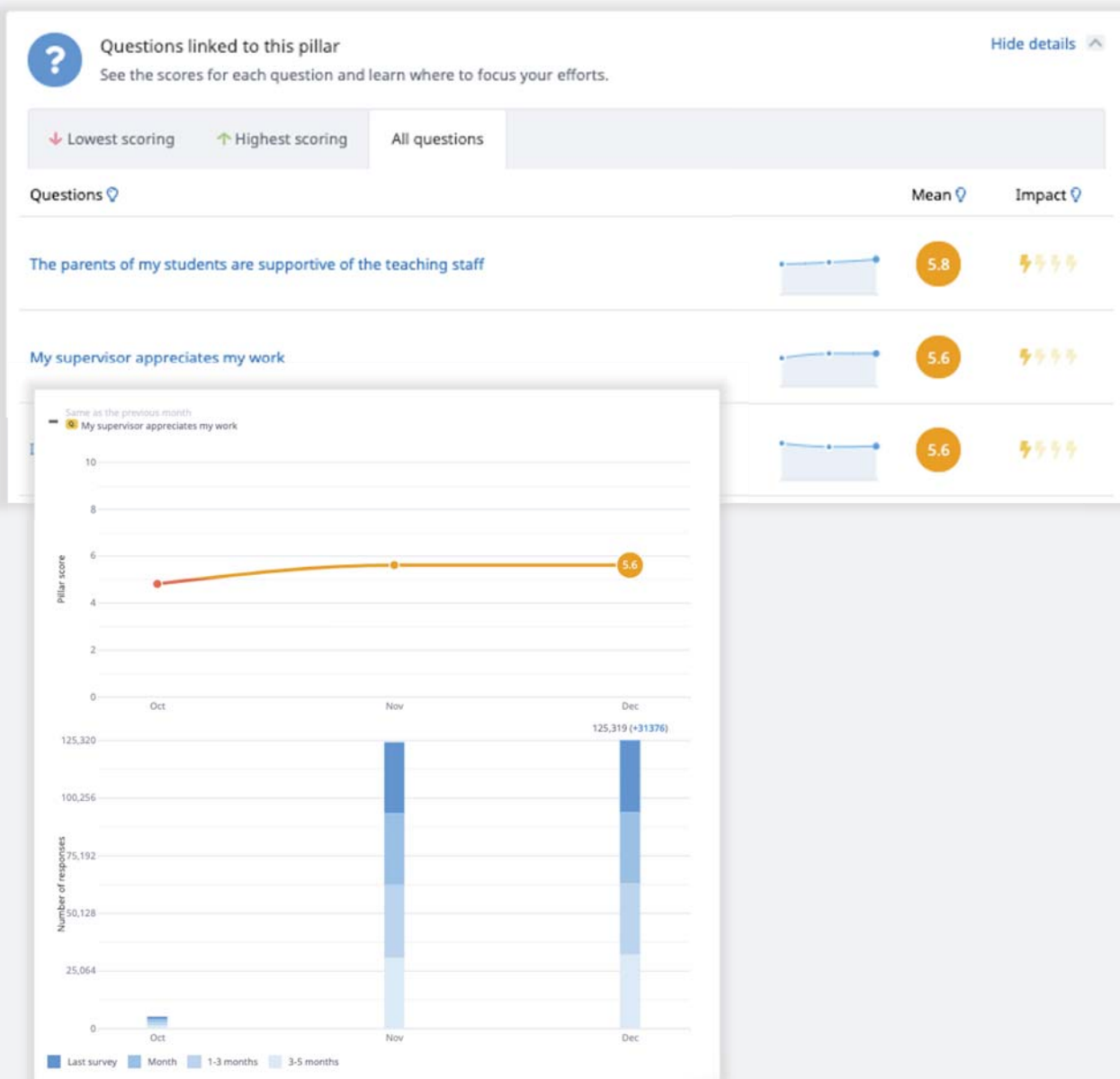


Dashboards and data access

The dashboards

Trends detail

Pulse gets granular in this dashboard by showing the mean survey result scores for each question related to the pillar. An impact indicator shows the weighting each question has to the pillar. Further drill down enables the user to see the trend graph and participation and response rates for each question over time.



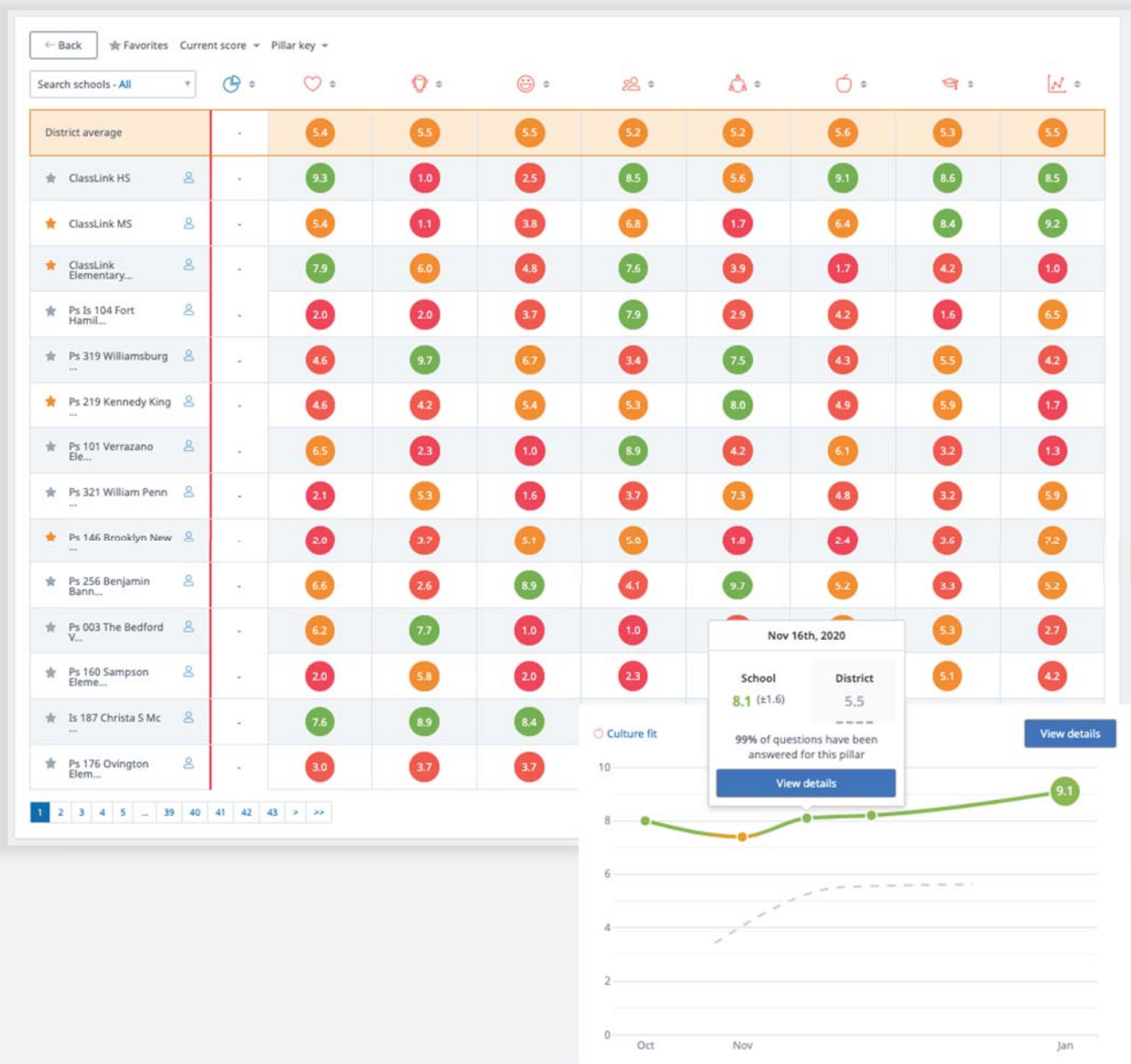
Dashboards and data access

The dashboards

Schools overview

This dashboard shows the current average pillar scores for every school in the district enabling quick comparisons and benchmarking against the district average. Pillar scores are color coded so users can instantly see which schools and pillars need attention.

Selecting any individual school shows the trend graphs for that school and also how they compare against the district average.



Dashboards and data access

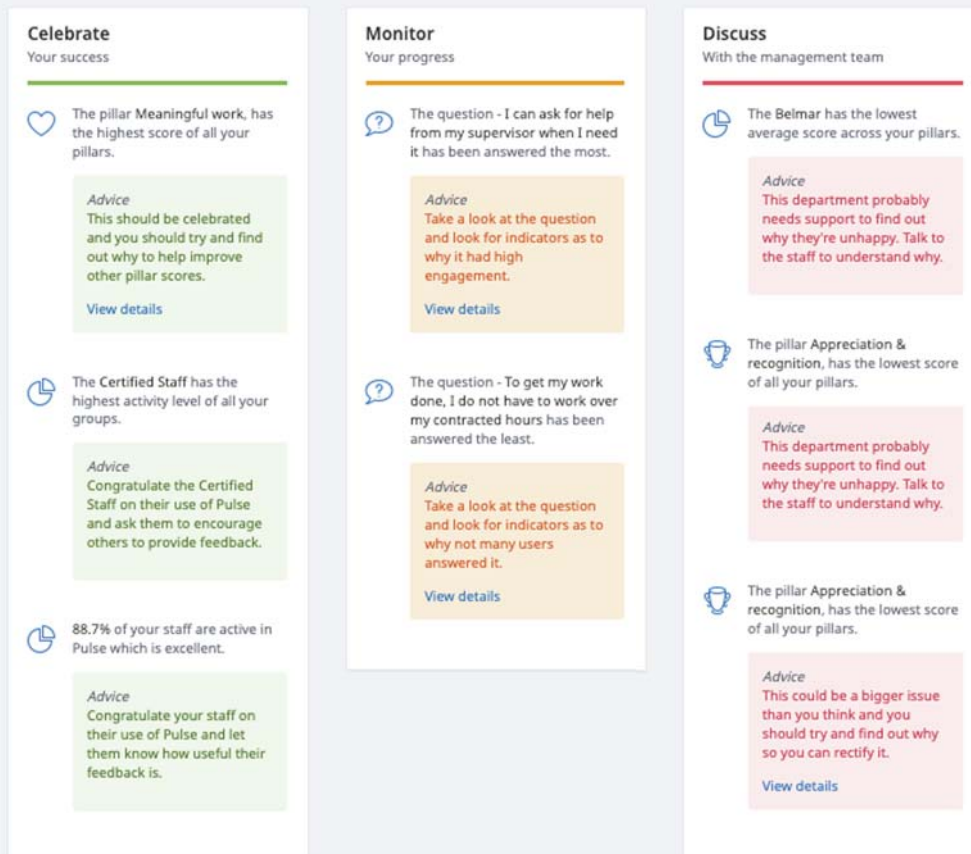
Filtering options

Each Pulse dashboard offers filtering options that enable users to surface data specific to user type, timeframe, school, group and year group. Filters are accessed through simple dropdown selectors on each dashboard screen.



Management focus

In addition to survey results and trends, Pulse also provides an automated overview that highlights potential areas of focus at a school level. Showing areas of low and high performance the bulletin provides quick and easy insights that can be used by Principals to guide discussions with their staff.



The dashboard is divided into three vertical panels, each with a title and a subtitle. The 'Celebrate' panel has a green header, the 'Monitor' panel has an orange header, and the 'Discuss' panel has a red header. Each panel contains several items, each with an icon, a title, a description, an 'Advice' box, and a 'View details' link.

- Celebrate: Your success**
 - Icon: Heart. Title: 'The pillar Meaningful work, has the highest score of all your pillars.' Advice: 'This should be celebrated and you should try and find out why to help improve other pillar scores.' Link: 'View details'.
 - Icon: Pie chart. Title: 'The Certified Staff has the highest activity level of all your groups.' Advice: 'Congratulate the Certified Staff on their use of Pulse and ask them to encourage others to provide feedback.' Link: 'View details'.
 - Icon: Pie chart. Title: '88.7% of your staff are active in Pulse which is excellent.' Advice: 'Congratulate your staff on their use of Pulse and let them know how useful their feedback is.' Link: 'View details'.
- Monitor: Your progress**
 - Icon: Question mark. Title: 'The question - I can ask for help from my supervisor when I need it has been answered the most.' Advice: 'Take a look at the question and look for indicators as to why it had high engagement.' Link: 'View details'.
 - Icon: Question mark. Title: 'The question - To get my work done, I do not have to work over my contracted hours has been answered the least.' Advice: 'Take a look at the question and look for indicators as to why not many users answered it.' Link: 'View details'.
- Discuss: With the management team**
 - Icon: Pie chart. Title: 'The Belmar has the lowest average score across your pillars.' Advice: 'This department probably needs support to find out why they're unhappy. Talk to the staff to understand why.' Link: 'View details'.
 - Icon: Cup. Title: 'The pillar Appreciation & recognition, has the lowest score of all your pillars.' Advice: 'This department probably needs support to find out why they're unhappy. Talk to the staff to understand why.' Link: 'View details'.
 - Icon: Cup. Title: 'The pillar Appreciation & recognition, has the lowest score of all your pillars.' Advice: 'This could be a bigger issue than you think and you should try and find out why so you can rectify it.' Link: 'View details'.

Reporting

Dashboard reports

Pulse provides instant views of culture survey results. Results are easily accessible through the Pulse's dashboard views which can be seen upon logging in. Collated and updated automatically after surveys have been taken, results are displayed in pillar, trend and school reports. Reports can be filtered by time, school and group.

Benchmarking

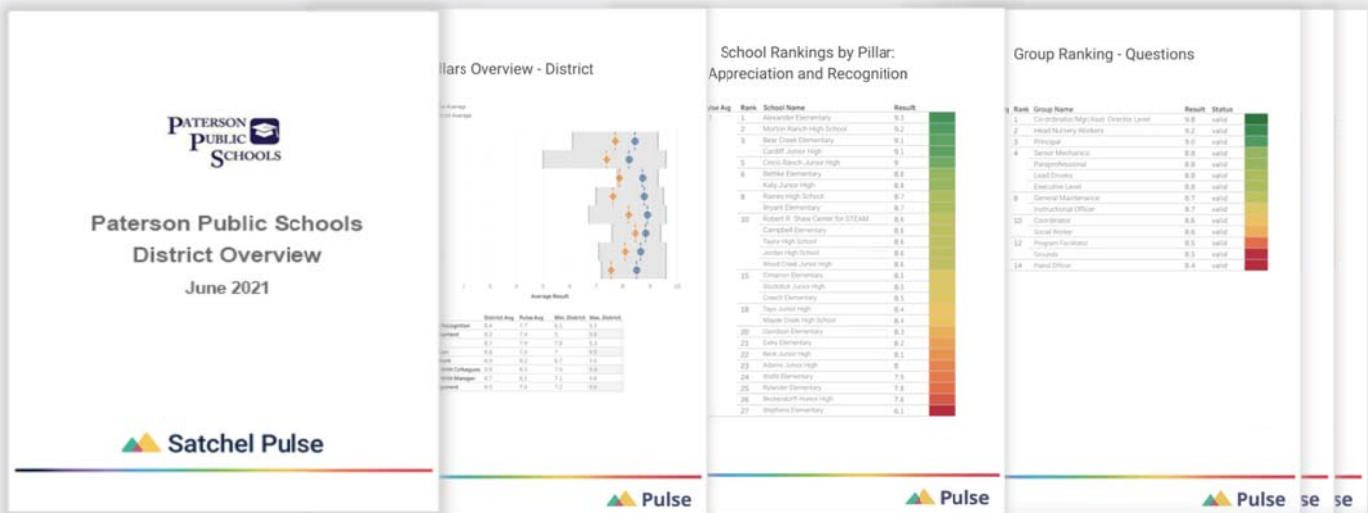
Pulse enables survey result benchmarking for schools against a district average. District administration dashboards show a side by side comparison of survey results for all schools in the district along with the district average. Monthly data reports for district administrators and school principals also show benchmarking comparisons to the 'Pulse average' which is the average score gathered across all the districts using Pulse.

Trend reports

Pulse provides trend data that is frequently updated in line with the frequency of surveys delivered. The trend detail given shows the variation in survey results for a given timeframe. Trend data can be filtered by school or group for each survey, staff, students or parents. Custom time frames can also be used to filter trend data.

District and school level reports

Pulse provides both district and school level reporting. Real time survey results graphs are available through the Pulse dashboards. Additionally, shareable monthly data reports are provided to the district leaders and principals. For district leaders this report covers all schools in the district, for the principals it covers survey data relating to their own school.



Monthly data report PDF

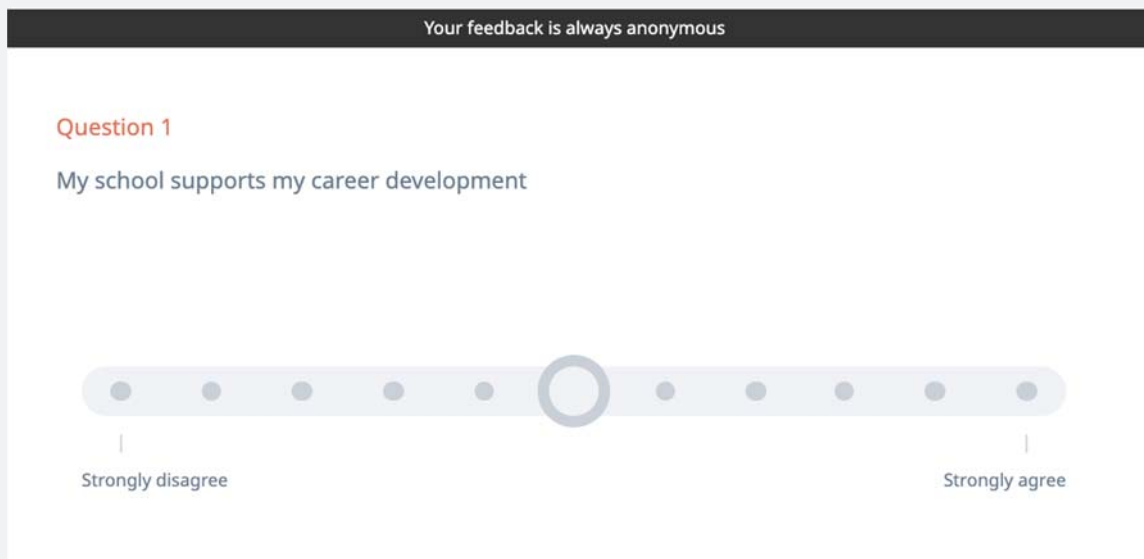
Ensuring anonymity

Pulse surveys are completely anonymous and neither Satchel, the school or district know what responses any individual gives. Pulse will not show any data where the number of respondents would be low enough that a user could potentially be identified. This anonymity is one of the core features of Pulse.

We impose thresholds on calculations so that results are hidden until we can safely reveal them without allowing the anonymity of the participants to be lost. Currently, this means performing calculations at set times (rather than for every response received) a hard limit of a minimum of 5 users having answered a particular question in a group before a result is revealed as well as a higher limit that ensures a given percentage of the group has participated.

While users provide their details in order to create a Pulse account, survey responses are not tied at all to user names, email addresses or job roles. User details are only used to provide relevant information to them in other areas of the product.

Pulse provides explicit messaging to users regarding anonymity to ensure they are comfortable giving true responses.



The screenshot shows a survey interface with a dark header bar containing the text "Your feedback is always anonymous". Below the header, the question is labeled "Question 1" in red text, followed by the question text "My school supports my career development". At the bottom, there is a horizontal Likert scale with 11 circular markers. The first marker on the left is labeled "Strongly disagree" and the last marker on the right is labeled "Strongly agree". A larger, white circular marker is positioned over the sixth marker from the left, indicating the selected response.

The mechanics of a Pulse survey

Pulse surveys are built on tried and tested research and question creation methodologies.

Below is a model of the cognitive processes that people engage in when responding to a survey item. Respondents must interpret the question, retrieve relevant information from memory, form a tentative judgment, convert the tentative judgment into one of the response options provided and finally edit their response as necessary.



The following survey statement at first seems straightforward but it poses several difficulties for respondents.

I don't drink many soft drinks in a typical day.

First, they must interpret the question. For example, they must decide whether “soft drinks” include for example milk and water (as opposed to just artificial drinks) and whether a “typical day” is a typical weekday, typical weekend day or both.

Once they have interpreted the question, they must retrieve relevant information from memory to answer it. But what information should they retrieve, and how should they go about retrieving it? They might think vaguely about some recent occasions on which they drank soft drinks, they might carefully try to recall and count the number of soft drinks they consumed last week, or they might retrieve some existing beliefs that they have about themselves (e.g., “I don't drink many soft drinks”).

Then they must use this information to arrive at a tentative judgment about how many soft drinks they consume in a typical day. For example, this mental calculation might mean dividing the number of soft drinks they consumed last week by seven to come up with an average number per day. Then they must format this tentative answer in terms of the response options actually provided. In this case, the options pose additional problems of interpretation. For example, what does “average” mean, and what would count as “somewhat more” than average?

Finally, they must decide whether they want to report the response they have come up with or whether they want to edit it in some way. For example, if they believe that they drink much more than average, they might not want to report the higher number for fear of looking bad in the eyes of the researcher. From this perspective, what at first appears to be a simple matter of asking people how many soft drinks they consume (and receiving a straightforward answer from them) turns out to be much more complex.



The mechanics of a Pulse survey

The construction of effective survey questions

Pulse poses a series of closed-ended statements for consideration by participants and provides a set of response options for them to choose from. For example: The feedback I receive from my manager is constructive.

We do this because we are interested in the participants' level of agreement with each statement. Closed-ended items are used because they are relatively quick and easy for participants to complete and the responses can be easily converted to numbers, ready for use in Pulse's algorithms.

The survey creation process

The survey creation process for Satchel Pulse surveys follows seven steps to ensure that Pulse surveys are efficient, valid, and reliable and that users can have confidence in their results.

1] Literature Review

The Pulse survey development process begins with a review of the existing relevant literature and other data sources and surveys of culture, climate and social and emotional learning.

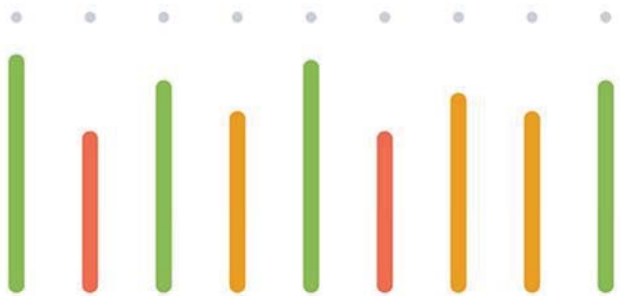
2] Interviews and focus groups

Satchel researchers conducted interviews and focus groups with educators to explore their thoughts on the topics in Pulse surveys. Discussions explored the usefulness, relevance, and language of the topics in the surveys.

3] Pillar Development

Subscales (called Pillars) are developed based on literature reviews, interviews and expert input. Existing frameworks are examined to determine if a suitable set of Pillars could be adopted. If a suitable set of Pillars does not exist, Pillars are determined by examining the available research and existing frameworks to identify a coherent set of distinct constructs. Being well founded in the education sector, including having many educators on staff with Satchel, we combine Satchel research with industry insights to develop Pillars.

Whole School



The survey creation process

4] Question Development

Satchel follows the BRUSO model when writing survey statements (<https://methods.sagepub.com/book/constructing-effective-questionnaires>). Pulse survey questions are brief, to the point and avoid long, overly technical or unnecessary words. This makes them easier for respondents to understand and faster for them to complete. Pulse only presents questions that are relevant to the overall survey. Again, this makes the survey faster to complete, but it also avoids irritating respondents with irrelevant statements. Pulse questions are unambiguous and can be interpreted in only one way. They are also specific, so that it is clear to respondents what their responses should be about. A common problem can be closed-ended items that are “double-barrelled.” They ask about two conceptually separate issues but allow only one response. Satchel ensures that where this may be the case the question is split into two separate questions. Finally, they are objective and do not drive participants to answer in a particular way.

5] Question Weighting

Questions for each Pillar are weighted by content area experts, to prioritize the relative importance of each question in the Pillar. Higher impact questions are weighted more heavily in the Pillar score.

6] Expert Review

Experienced subject matter experts and survey methodologists have reviewed Pulse surveys to identify any issues with the wording of questions or administration that could cause measurement error.

7] Pilot Testing

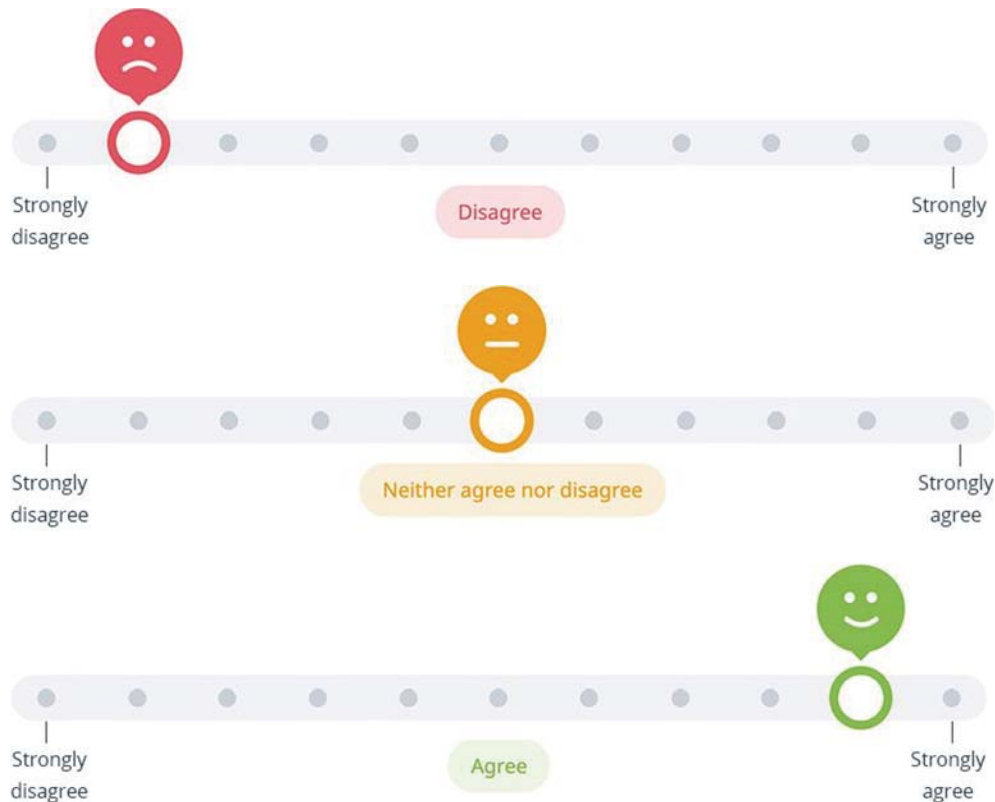
Schools in regions throughout the United States pilot the items and subscales as well as the administration methodology. Feedback from pilot testing is used to modify questions and refine the administration methodology.

Gathering survey responses

More frequent surveys means the potential for survey fatigue. Pulse combats this by providing a quick and simple way to collect participants' responses. As we have quantitative variables, we use a visual-analog scale for the response options, on which the participants make a mark on a horizontal line to indicate the magnitude of their response.



We have three response options on our rating scale, Strongly disagree, Not sure and Strongly agree. The verbal response labels are presented to the respondents and their response is converted into numerical values between one and ten depending on where the response is on the rating scale. We supplement the verbal labels on the scale with appropriate graphic icons. These icons change as the respondent drags the indicator along the sliding scale. This ensures that the respondent can quickly and easily see whether the response they're giving is negative or positive.





Gathering survey responses

By fitting a statistical profile to the answers provided by a school, Pulse intelligently selects which and how many questions are delivered in each survey so as to keep results and analyses accurate and up to date.

By making some simple assumptions around the diversity of opinion in a group of people Pulse can estimate how many respondents are needed, so to acquire an accurate result for the whole population (within an appropriate error tolerance level). This is called a Margin Of Error calculation. Pulse uses this process and the response rate seen for each school to estimate the number of questions needed to ask in each survey, so to get a complete picture of the school as quickly as possible.

Satchel rates the impact of each Pulse question both in general and for each specific Pillar. This rating system helps put emphasis on which questions should be picked for each survey. Those questions with the highest impact will be asked more frequently, this keeps Pillar scores reflective of the opinion at the time. In addition to this, the frequently asked questions ensure enough answers are received from other questions so that they pass the accuracy thresholds to be included in the overall Pillar results.

Calculating the results

Collecting the responses is step 1 in a Pulse survey, step 2 is delivering the insights needed to create issue specific actions.

We use our industry insights to consolidate survey statements into 8 core pillars for each group (for staff, students and parents) we believe are necessary for upholding a well managed school with an engaged school community. Pulse focuses on how much impact each pillar makes on school culture by tracking attitudes and actions related to each of them.

Each pillar has a score from 0-10. The pillar score is derived from the consolidated statements and the answers given for them. A low pillar score indicates the staff, students or parents have issues in this area whereas a high pillar score indicates that they are happy in this area.

A weighting is applied to each statement for its influence on a particular pillar. And a statement can influence one or multiple pillars.

Pulse uses a series of calculations to propagate the final pillar scores. This ensures any decisions made for change are based on scores that accurately reflect the feelings of the respondents.

The value of each statement is determined by the average of the answers given for it. For a statement's value to be calculated for a group there must either be a minimum of 5 responses or 50% of the group must have responded to the statement (whichever is the larger).

The error on each Statement Value is estimated from the spread of the answers given. The larger the spread of answers, the larger the error will become. Assuming a normal distribution, this would approximate to the 95% confidence interval for the mean Statement Value.

We combine relevant Statement Values to produce the Pillar Value taking into account the importance of each statement. The Pillar Value is calculated as the sum of the Statement Values multiplied by the associated weight and normalized by the sum of all weights. Statements that do not yet have enough data for a value to be calculated are excluded from this calculation, as are their associated weights.

Errors on individual statements are also propagated through to give an error on the Pillar Value whilst still taking into account the importance of each statement. Questions that have not met the threshold number of participants are removed from the above calculations as are their associated weights.

This method of calculation takes into consideration how important a statement is in relevance to the Pillar Value. If a simple average was used, this information would be lost. For example under the pillar "I Like My Job" the same influence wouldn't be given to the question "The technology at this school is reliable and well supported" as "I enjoy teaching the students of this school".

Survey Reporting

Pulse surveys are only reported once a sufficient Pillar completeness value has been achieved and a sufficient number of respondents have completed a survey. This ensures that an acceptable amount of data has been collected to establish confidence in the normality and reliability of the data.

Survey reliability

According to Neuendorf (2011), Sijtsma (2009) and Tavakol and Dennick (2011), traditional measures of reliability that examine internal consistency, such as Cronbach's alpha, can be artificially enhanced by adding more questions with redundant content. They are measures of homogeneity, and while some are good, too much homogeneity is an indicator of redundancy, especially when the questions on a survey are intended to measure multifaceted constructs like the Pulse Pillars.

Many surveys, including those developed by Satchel are developed with scales that are composed of sub constructs that are not and should not be highly correlated. Bollen and Lennox (1991) explain that we would expect a high correlation between indicators of a latent construct when the indicators are all intended to measure the same thing, such as four two-digit multiplication questions in the multiplication section of a math test. However, If a scale, such as the Pulse Pillars, contains four indicators that address four unique and discrete aspects of the scale, one would not expect the questions to correlate highly. In fact, a scale like this with higher inter item correlations may lack the heterogeneity needed to fully address the diverse subdomains with the scale. High inter item correlations indicate that either the scale construct is too specific or the questions are redundant. These high correlations may even be a detriment to content validity because all aspects of the scale construct are not fully represented by the items in the scale.

Nevertheless, it is important to understand the psychometric relationship between questions on a survey. Because many researchers have concerns about Cronbach's alpha being too sensitive to the number of questions, Satchel uses the mean inter item correlation to measure internal consistency in its surveys. Satchel follows the advice of Clark and Watson (1995) who suggest that for broad, higher order constructs such as the Pillars in Pulse surveys, the inter item correlation should be as low as .15 to .20 but never higher than .50.

Survey reporting

Survey validity

The validity of a survey instrument is determined by a variety of factors, including psychometric properties and survey processes. Satchel uses controls during survey design and administration to ensure the validity of Pulse survey results. Face validity is established through interviews with persons representing their respective population of respondents. Interviews confirm questions that measure what they are intended to measure and identify items that needed to be modified.

As previously mentioned, high internal consistency may work against content validity, the extent to which a scale taps all aspects of a construct. As noted by Clark and Watson (1995) “maximizing internal consistency almost invariably produces a scale that is quite narrow in content; if the scale is narrower than the target construct, its validity is compromised.” Furthermore, according to Kline (1986) maximum validity is obtained where test items do not all correlate with each other, but where each correlates positively with the criterion. Such a test would have only low internal-consistency reliability. Satchel maximizes content validity by ensuring complete coverage of the subdomains measured within each Pillar. For example, Satchel uses content area experts to examine the questions contained in Pulse surveys so they cover all relevant aspects of each Pillar.

References

- Bollen, K., & Lennox, R. (1991). Conventional wisdom on measurement: A structural equation perspective. *Psychological Bulletin*, 110, 305-314.
- Clark, L. A., & Watson, D. (1995). Constructing validity: Basic issues in objective scale development. *Psychological Assessment*, 7, 309-319.
- Kline, P. Kline (1986). *A handbook of test construction: Introduction to psychometric design.* , Methuen, New York.
- Neuendorf, K. (2011). Internal consistency reliability: Can Cronbach’s alpha be too high. *COM 631-Multivariate analysis*.
- Sijtsma, K. (2009). On the use, the misuse, and the very limited usefulness of Cronbach’s alpha. *Psychometrika*, 74(1), 107.
- Tavakol, M. & Dennick, R. (2011). Making sense of Cronbach’s alpha. *International journal of medical education*, 2, 53.



Survey Builder

See more at:

<https://www.satchelpulse.com/products/survey-builder.html>

Survey Builder

Pulse's Survey Builder tool enables users to create custom surveys on any topic and serve them to any audience to get the answers needed to make the right decisions.





Overview

Custom surveys for school and district use

Satchel Pulse's Survey Builder tool enable schools and districts to create their own online surveys. From simple surveys with just a few questions to a complex surveys with multiple sections and questions and response types.

Any user with permissions can create a survey. They're quick to create with pre-built responses to choose from or the ability to customize where needed. Sharing can be done privately to all users or segments of the user group or publicly with a passcode protected link.

Branding options enable schools to make surveys instantly recognizable by adding a logo, background color and wallpaper and a full background image.

The republish option allows for a survey to be delivered to the same audience multiple times. The results seen show all survey results giving the trend for every question and how opinions have changed over time.

The clone option allows for an existing survey to be duplicated, edited and shared with a new audience saving time and resources on survey creation.

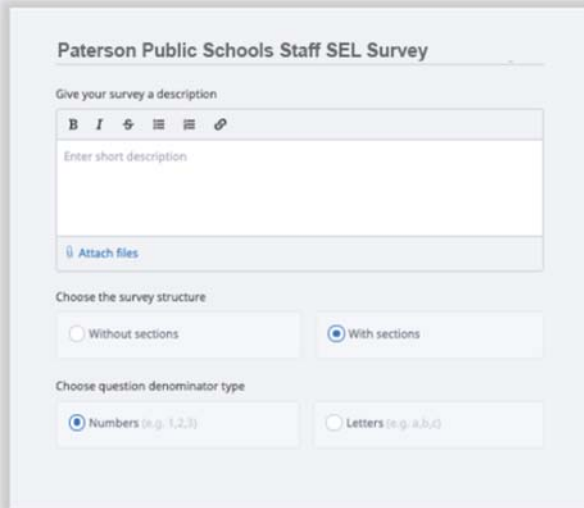
Once delivered, responses appear in real time in an easy-to-read format. Results can be easily exported for further distribution. Free text responses are automatically categorized using Pulse's AI driven sentiment analysis that provides an indication of sentiment for each response and topic area groupings that make reviewing large response volumes simple.

Survey Builder enables a district to support its climate surveys by gathering further information regarding areas requiring action.

Survey Creation

Creating a survey

Surveys are built in a simple, intuitive form interface. Users can select from various pre-set options that reduce the time taken to create each survey.

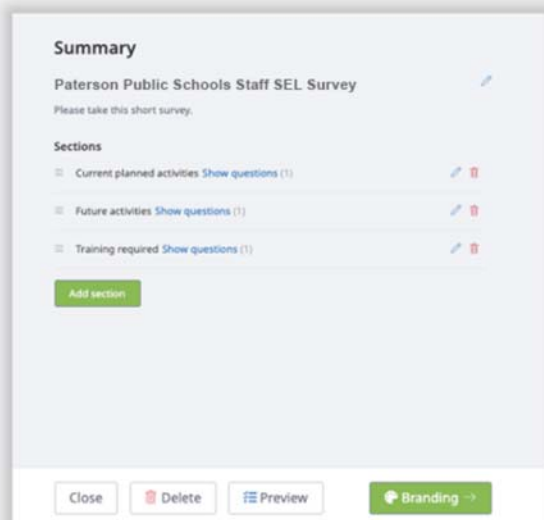
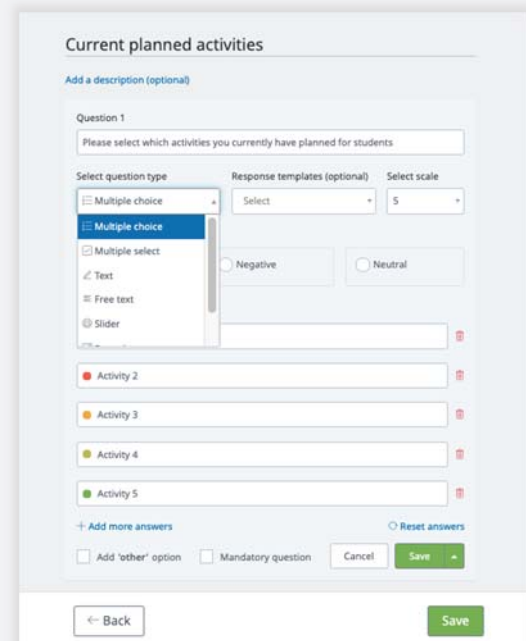


Selecting the format

There are options to create a simple survey without sections or add sections for a more complex survey. Questions can be prefixed by number or by letter.

Adding the questions

Multiple response types are available to choose from for each question including, multichoice, free text, grid and slider. Responses can be chosen from a pre-set list or custom responses created.



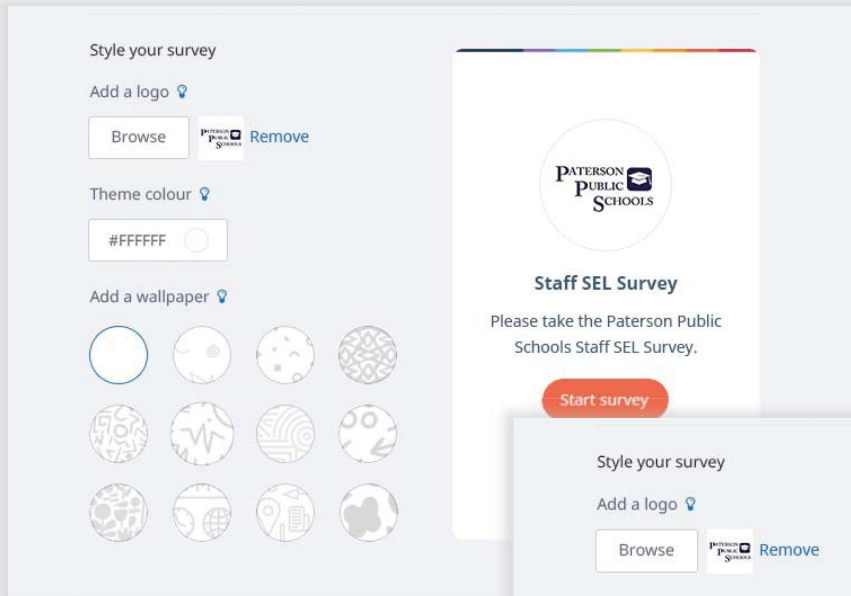
Reviewing the survey

Surveys can be previewed to see them from a respondent's perspective. Previews can be shared for feedback before publishing.

Survey Creation

Branding a survey

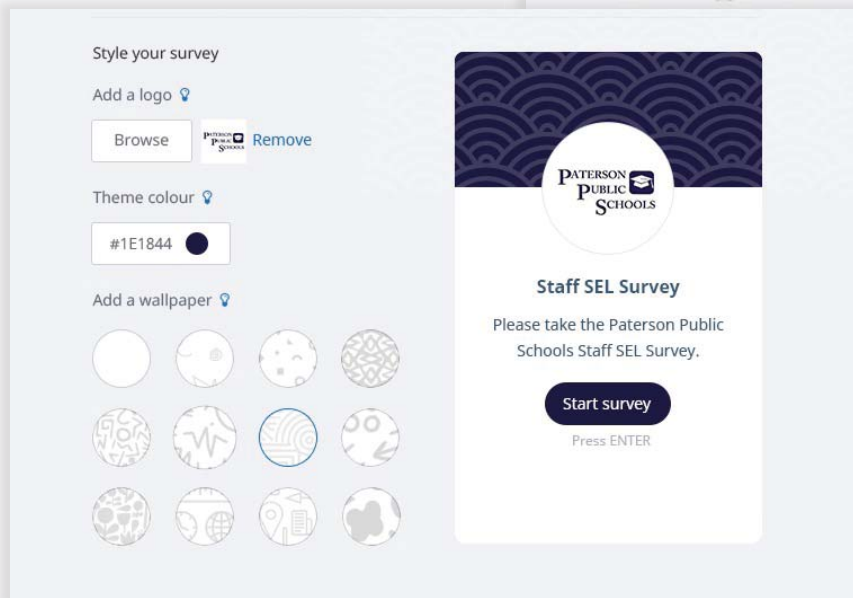
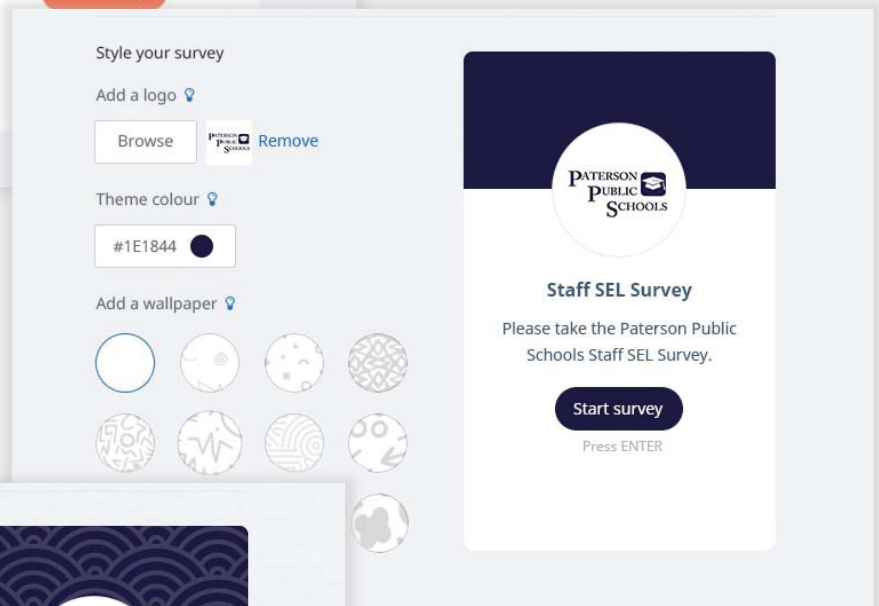
Each custom survey can be branded to suit the school or district. Branding elements are translated through the survey. The color chosen for example is used within the survey on each button and for accents on each survey page.



Adding a logo

Uploading a school or district logo to make surveys instantly recognizable to the respondents.

Choosing a color
A color picker makes it simple to accent the survey with a school or district specific color.



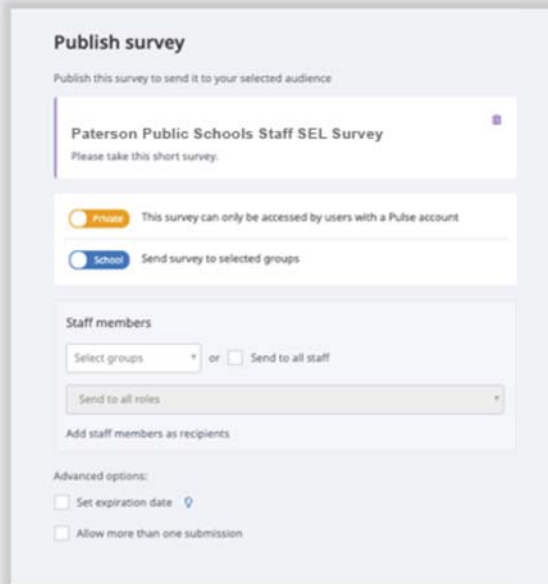
Adding a wallpaper and background image

Setting a wallpaper and background image further enhances and personalizes the look and feel of each survey.

Survey Creation

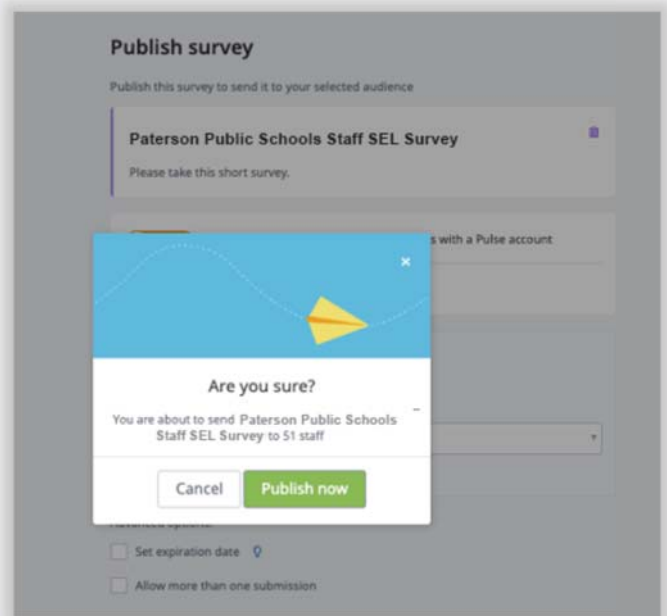
Sharing a survey

Pulse offers options to share each survey either privately to the Pulse user base or segments of it and publicly through a shareable link to an audience that may not be Pulse users.



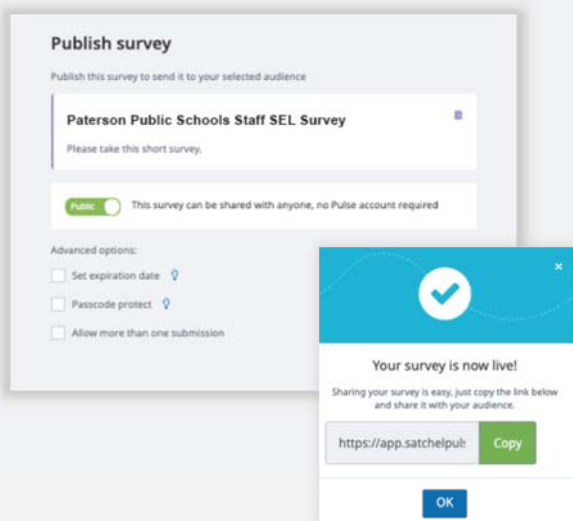
Flexible survey sharing

Custom surveys can be shared to the whole Pulse user group or subgroups through simple dropdown and checkbox selection. Surveys can be shared with a combination of staff, students, and parents or subgroups within each.



Automatic delivery

Once the audience is selected, Pulse automatically delivers email invites to each respondent. Users click a link in the email to start giving survey feedback.



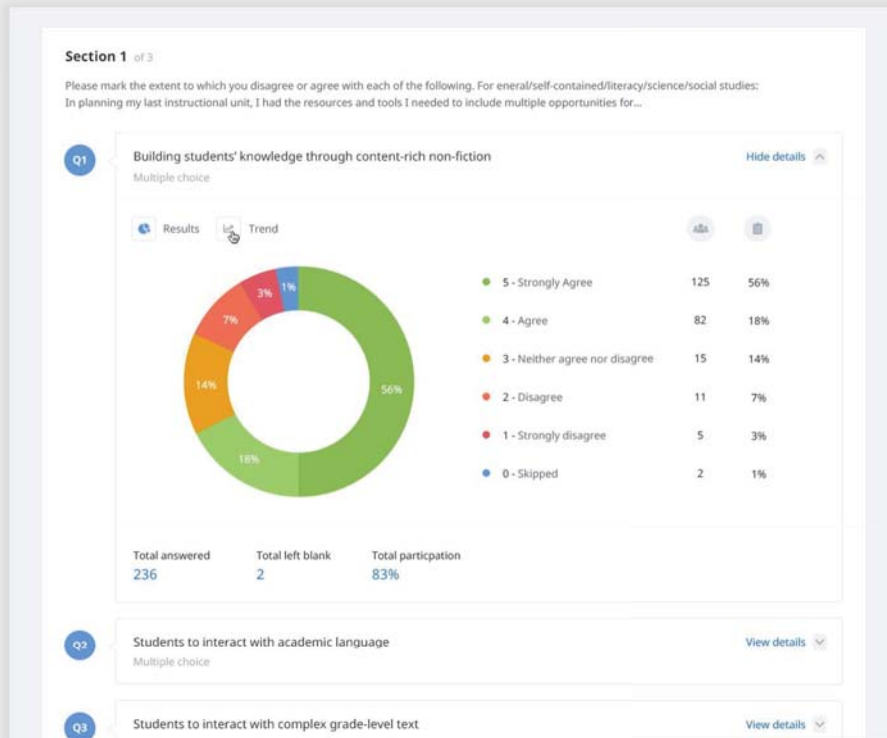
Public surveys

Surveys for a wider, non-Pulse user audience can be shared through a simple link. A passcode can be set for security, also a time limit for when responses can be given.

Reporting

Survey Builder reports

Pulse custom survey results can be seen in their own dashboard or available to download in various formats. The reports delivered give a clear, visual view of the survey results.

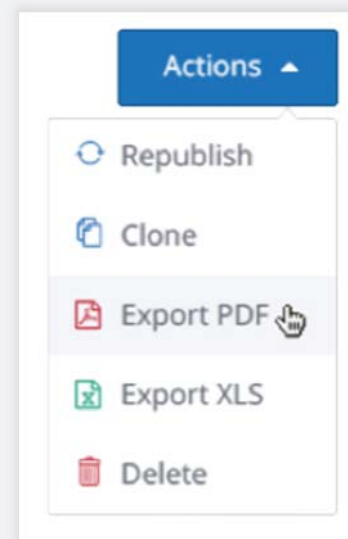


Viewing survey results

Custom survey results are shown in simple, visual views that show scores, volume and % of responses and total participation rates for each question.

Sharing survey results

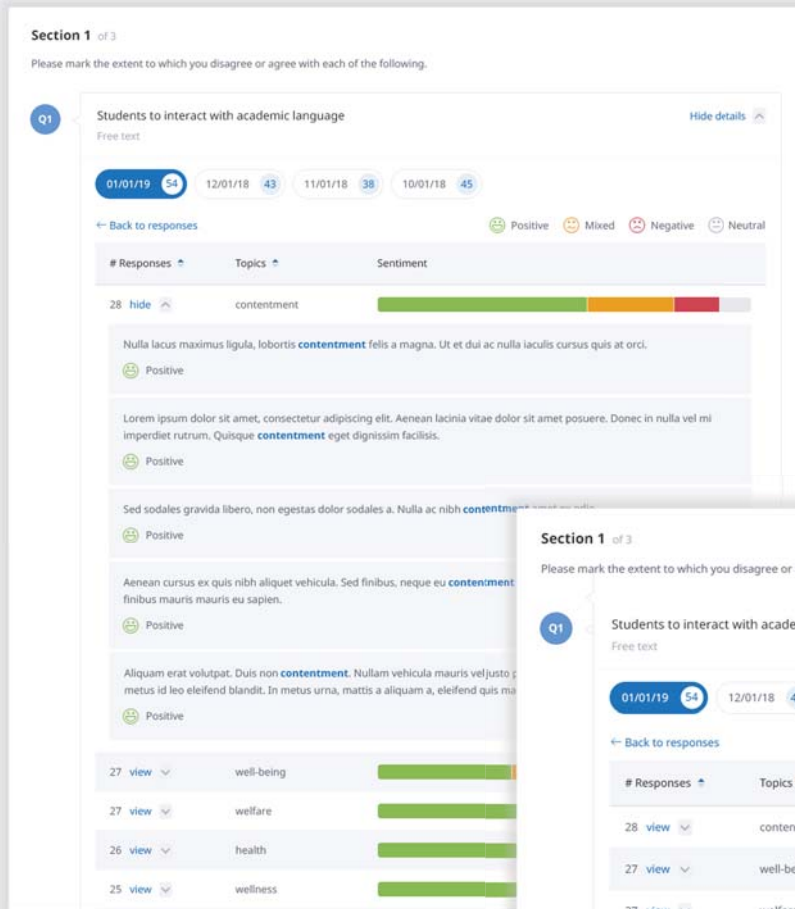
Survey results can be quickly exported to PDF or XLS for sharing. PDF reports are shown in the same visual style as the online custom survey dashboard view.



Reporting

Survey Builder reports

Receiving a large volume of responses for a survey with free text questions generates resource intensive analysis in order to understand the results. Pulse's automatic AI driven sentiment analysis dramatically reduces the time taken to receive a final report.

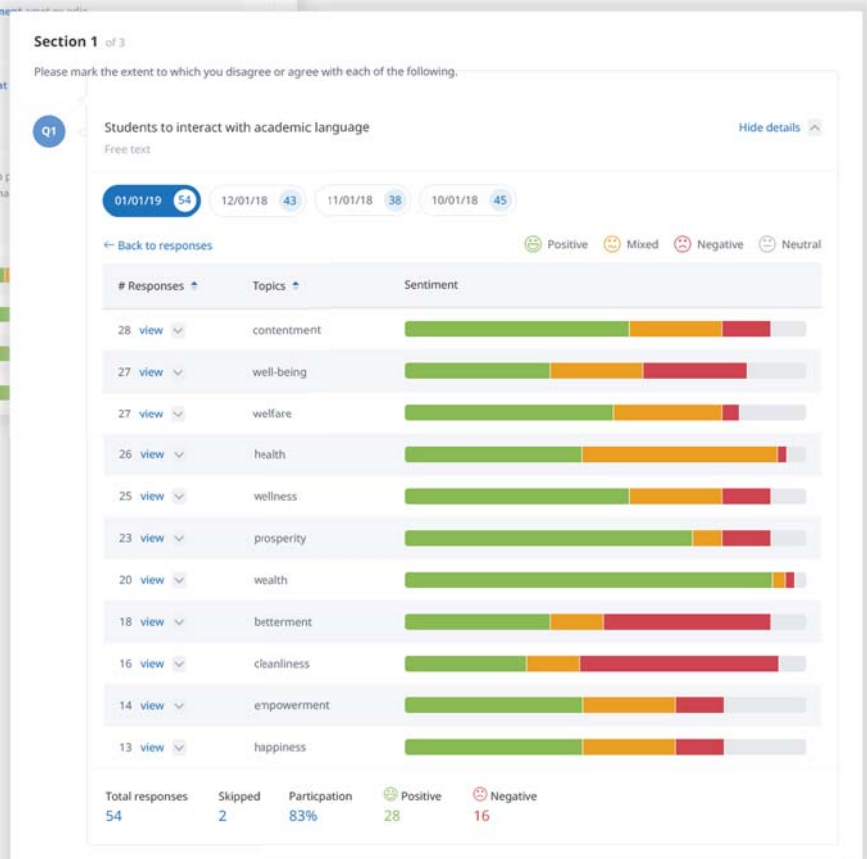


Topic analysis

Pulse shows survey results by topic frequency and tracks the associated sentiment for each topic.

Free text response analysis

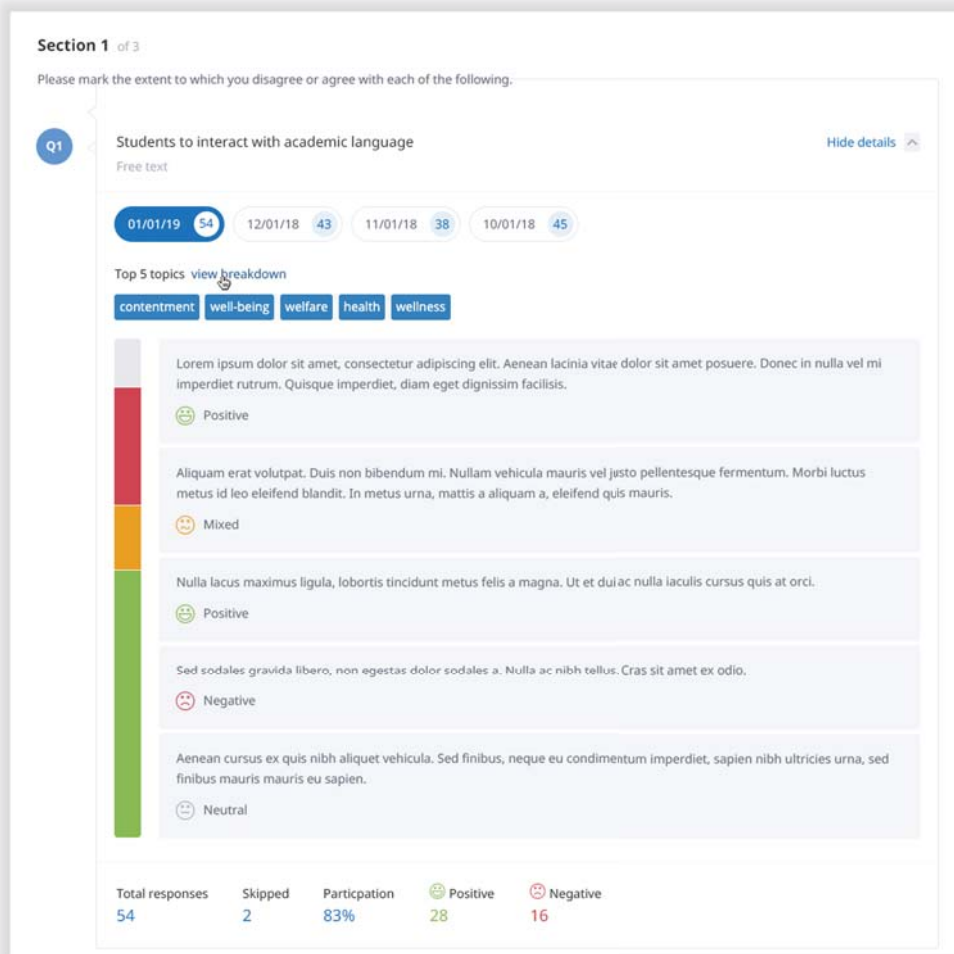
Pulse enables sentiment to be viewed through AI driven analysis of all free text responses and shows an overview of sentiment by question.



Reporting

Survey Builder reports

Pulse's sentiment analysis reports give a visual overview of sentiment through color coded flags and provide the text behind the sentiment down to an individual response level.



Topic analysis

Drilling down into a topic will display all the associated responses and analysis of their sentiment.



Your Voice

See more at:

<https://www.satchelpulse.com/products/your-voice.html>

Your Voice

Pulse gathers feedback from the school community through a simple feedback form placed prominently on school and district websites.

Feedback through Your Voice

Your Voice makes two-way communication with your community simple. It provides an always-on, open channel for responding to stakeholder concerns and questions.

Your Voice enables districts to quickly gather feedback from staff, students, and parents from any page on the school or district website and see patterns of feedback before they become a larger issue.

The screenshot displays the Eikrah School District website with a 'Your Voice' feedback form overlay. The website header includes the district logo, a search bar, and navigation links for 'About Us', 'Students & Families', 'Departments', 'Special Programs', and 'Human Resources'. The main content area features a 'Welcome to Eikrah School District' banner with a 'LEARN MORE' button and a 'Global Entrepreneurship Week' announcement. The 'Your Voice' form is positioned on the right side, allowing users to share messages with specific topics, select user types, and choose from question, comment, suggestion, or compliment categories. It includes fields for subject, message, name, email, and phone number, along with an 'Attach files' option and a 'Send' button. A 'Terms of use' and 'Privacy policy' link is also present.

Form Creation

Custom forms

Gathering feedback starts with a form. Your Voice offers options that allow the customization of each feedback widget displayed. Unique forms can be added to individual web pages.

Unique forms

Create forms for one or multiple web pages.

Enable stakeholders to select their school to provide specific feedback.

Allow stakeholders to leave feedback anonymously or ask for contact details.

Eikrah School District

Give your survey a description

District feedback form for AY 2021. We love hearing from you but please know that your feedback will be kept confidential.

Would you like the user to select a school when leaving feedback?

Yes, include school selector No, I don't need one

Do you require contact information?

Yes, include contact details No details required

Feedback topics

Display average response times

Transportation

Chris Phillips x Alex Jones x Greg Young x

Our team will get back to you within 24 hours

24 hours avg. response time

School dinners

Chris Phillips x Alex Jones x

Our team will get back to you within 24 hours

24 hours avg. response time

+ Add another topic [Clear topics](#)

User types

Enter user type

Enter user type

+ Add another user type [Clear user types](#)

Create feedback form Cancel

Setting SLAs

Add multiple topics to guide feedback to the right department.

Add average response times by topic to show stakeholders how long they'll wait for a response.

Add users types such as staff, parent and students so you can see who is giving feedback.

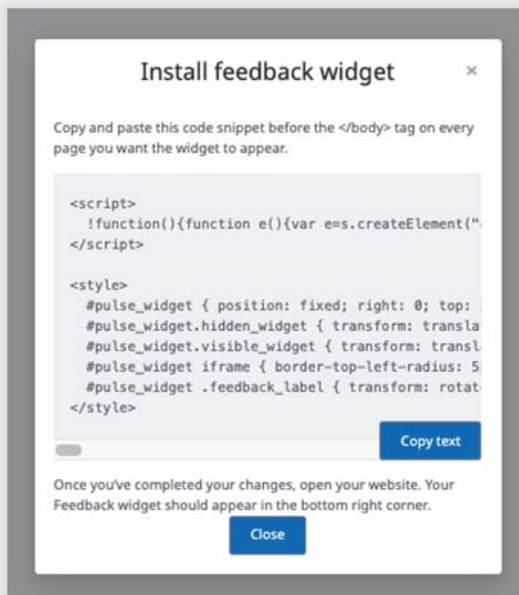
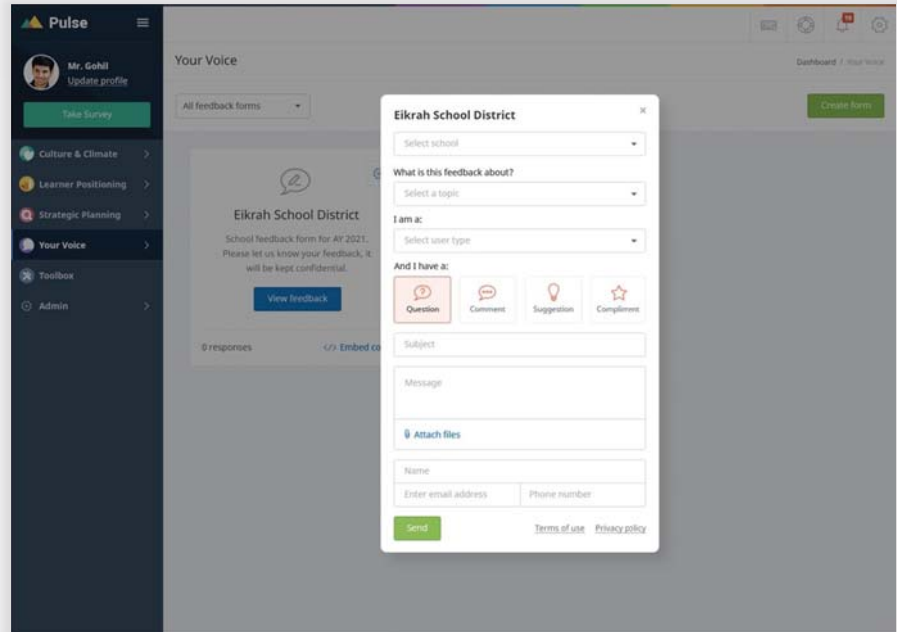
Preview and Embed

Quick review

Once forms are created they can be previewed, showing how they will look to stakeholders. After review they can be easily added to the district website through a simple code snippet.

Preview forms

Preview your form and edit if required.
View all forms together in one dashboard.



Embed forms

Each form has its own unique code snippet. Forms can be used on one or multiple web pages. Easily embedded by adding to the website codebase.

Launch Your Voice

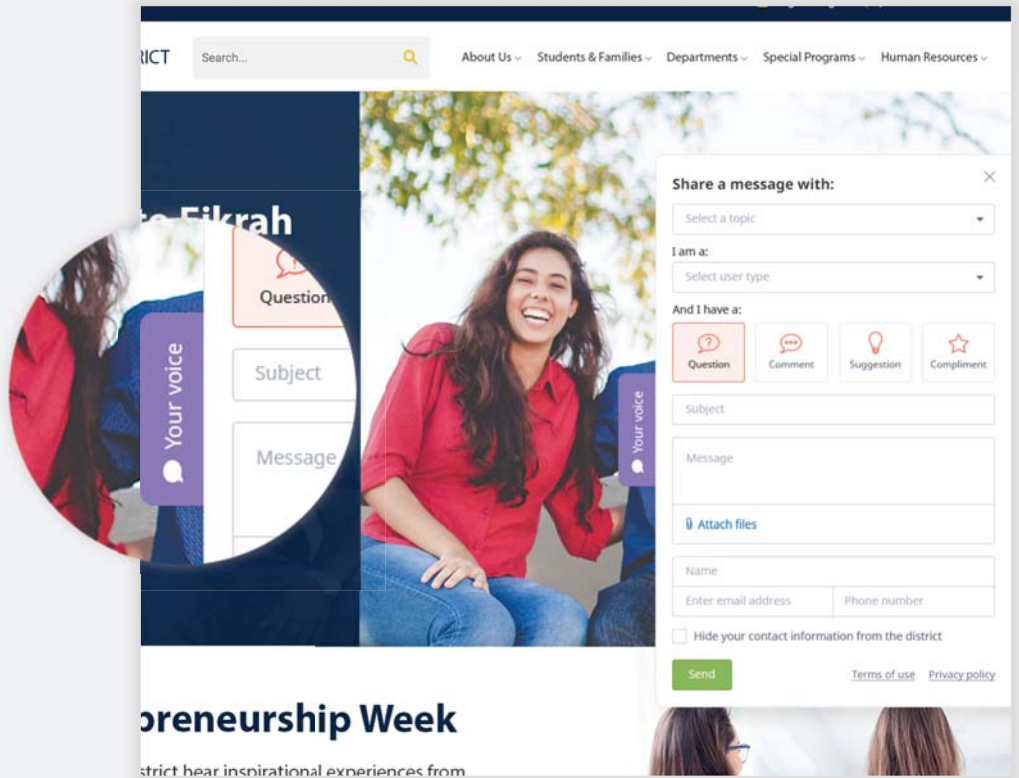
Gather feedback

As soon as the website code is updated, the Your Voice tab appears on the website. It is easily accessible and always available to stakeholders.

Direct feedback

Each form is instantly accessible by clicking the Your Voice tab to reveal.

Stakeholders select a topic and leave a question, comment, suggestion or compliment. Each post is automatically directed to the right team for a response.



Review Feedback

Central reporting

All feedback is instantly visible in one central place. Administrators can quickly see common themes along with the responses from their teams.

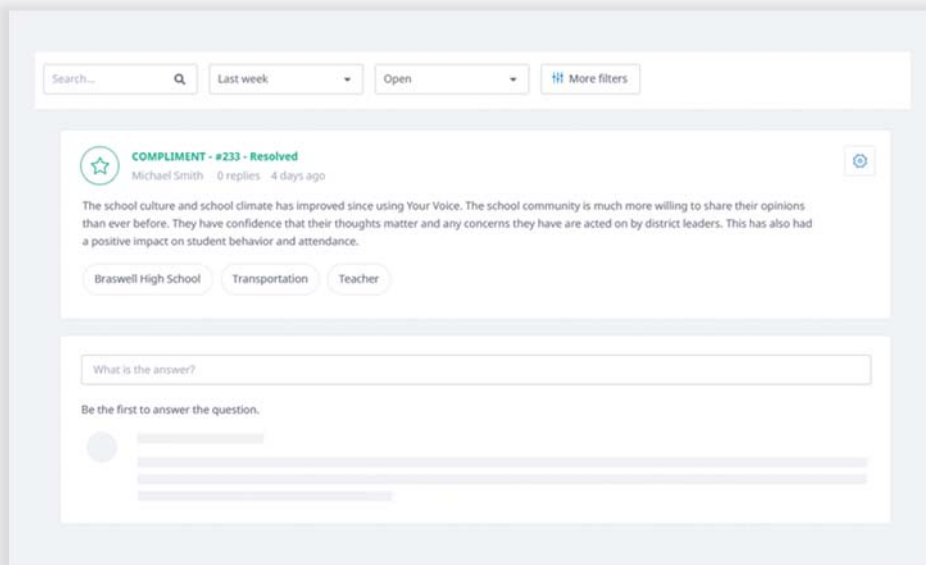
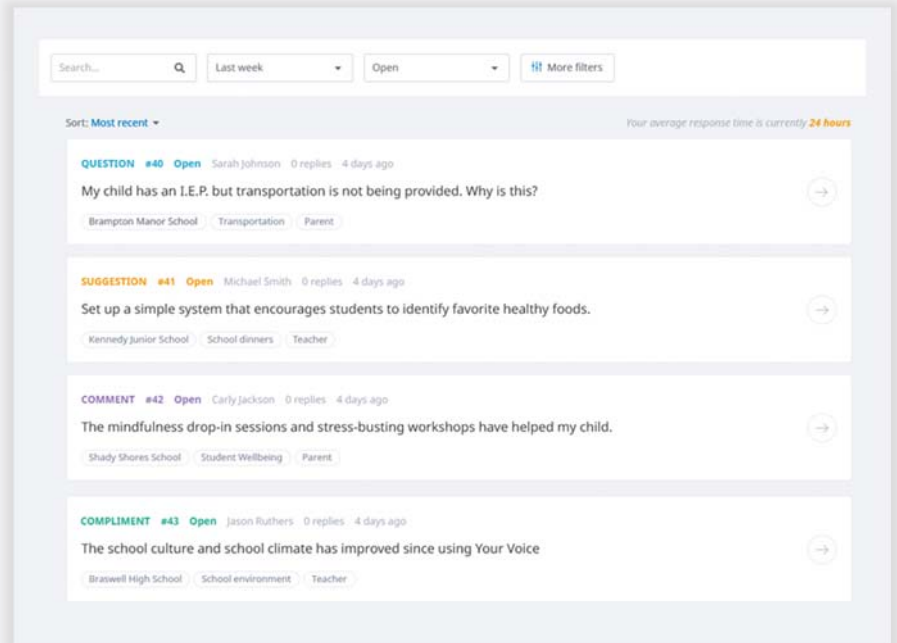
Review posts

All feedback is visible in one central, clear dashboard.

Departments see feedback assigned to them.

Filter options let you focus on topics, departments or stakeholders.

Average response times show you how feedback is being managed.



Respond

Each post is available to review and respond to. Responses are sent to the stakeholder directly from Your Voice.

Posts can be reassigned to other users or departments.

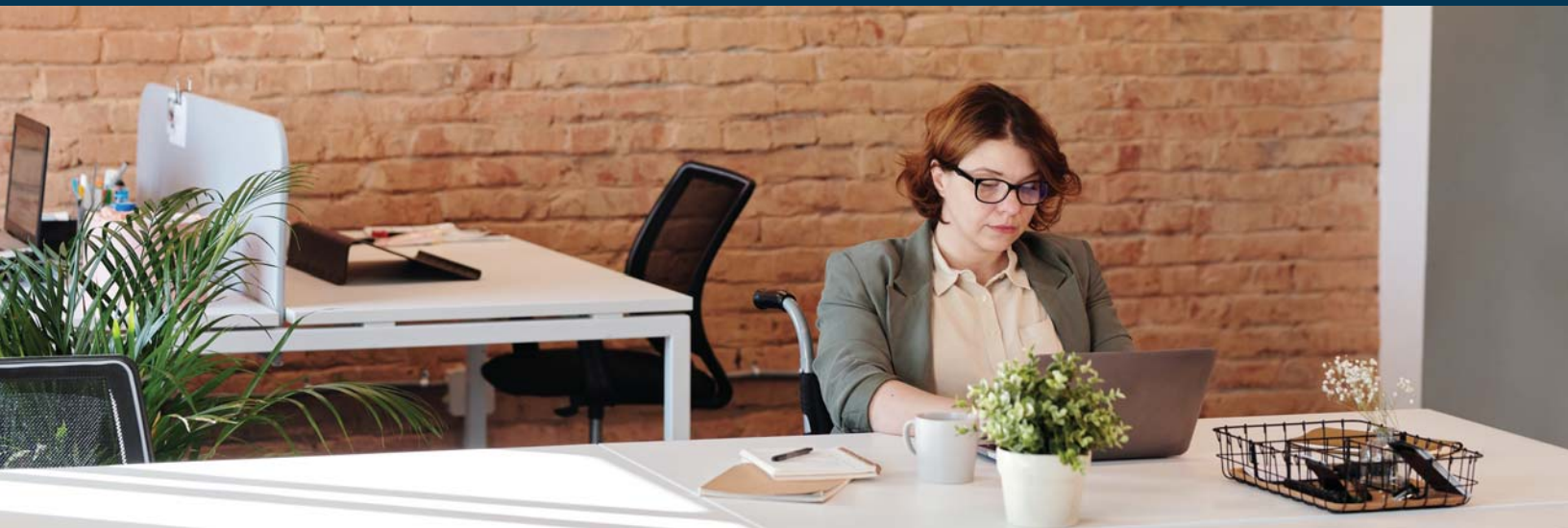
Your Voice shows the history of each post and the conversation attached to it.

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Professional Services for SEL Training and Support

Our Standard Professional Services



Satchel Pulse’s training and support teams comprise highly experienced Product Success Managers and Education Consultants with backgrounds in education and customer success. Their role is to support our customers and ensure they can meet their goals for Satchel Pulse.

Training And Support All Customers Receive:

- Live onboarding support.
- Live online kick-off training.
- On-demand training resources in the online training center.
- Weekly live online drop-in trainings.
- Live, online train-the-trainer trainings for tier placement, intervention library, and progress monitoring.
- One post-screening data dive meeting.
- One custom report per district per year.
- Student, parent, and staff implementation resources.

Additional Professional Services Available

In addition to those services offered as standard, we have a range of support services available to purchase either together or independently.

Live Professional Development

Live professional development offerings are available for large and small groups. For maximum engagement, onsite professional development is available. Districts can purchase professional development as individual workshops or as part of a package.



Site Champion Coaching

Site champion coaching offers site and district leaders personalized training, consultation, and development. This package includes ten hours of live online coaching for individuals or small groups.

Data Consulting

Data consulting is a small group service that coaches leaders on mining and strategically leveraging Satchel Pulse SEL data for curriculum planning and staff/community/board presentations.



Project Management

Satchel Pulse Project Managers will manage the administrative tasks of a successful Satchel Pulse SEL cycle from beginning to end. From building staff and community awareness to screener management to tiering and intervention grouping, the Satchel Pulse Project Manager will ensure that all aspects of implementation are in order.

What Our Customers Say



Satchel Pulse Education Consultants are prompt and willing to provide support in any way that is needed. They have been more than accommodating and beneficial in rolling out our first screener.

Kala Cantor

Guidance Counselor, Westfall Elementary School



What has helped us to navigate the Satchel Pulse platform and utilize it to its potential was having our Satchel Pulse Education Consultants constant support. She is always available to answer any question, walk me through the platform and discuss all of the ways in which Satchel Pulse can work for our district! Her consistent, timely and exceptional support is what has helped us to learn and leverage Satchel Pulse to support the SEL needs of our district.

Tabitha Watjen

Social Emotional Learning Facilitator, East Providence School District



My principal loved all the data and documents the Satchel Pulse Education Consultant provided, and she is going to share those documents with the school board.... Thank you again for all your help. You made me successful at my job.

Vartan Schomelian

Teacher on Special Assignment, Ararat Charter Schools



Being brand new to Satchel Pulse this year, I've had a LOT to learn about this wonderful SEL program. The customer support has been EXTREMELY helpful, particularly our Education Consultant! Whenever I have felt that I was ready for a "next step" with Satchel Pulse, whether it was to begin the actual screening process or to better understand a report, I could easily reach her via email, text, or phone. The support team is very good about listening to my feedback and recommendations about the program. Our staff LOVE all of the student information that is available as well as the resources to support the students' needs, whether individually or as a whole class. Satchel Pulse - I highly recommend it! :)

Edwina Terman

MTSS District Coordinator, Dodge County