

TIPS VENDOR AGREEMENT

Between _____ Edlio, LLC. _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFP 200105 Technology Solutions, Products and Services**

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) 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. 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, 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 addendums possible.

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" or "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes 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 category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

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

Agreements

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

Tax exempt status

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

Assignments of Agreements

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

Disclosures

- Vendor and TIPS affirms 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 and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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 RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer agrees to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties.

Reporting of Sales to TIPS by Vendor

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. 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. 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. 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 bidder 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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

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 sub-contractor 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.

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's 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 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 will assist in conflict resolution or third party 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 contractor or its subcontractors are liable for any damages or claims, the contractors' policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. 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 Contractor(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 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, customer 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 200105 Technology Solutions, Products and Services

Company Name Edlio, LLC.

Address 12910 Culver Blvd.


City Los Angeles State CA Zip 90066

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

Email of Authorized Representative matt@edlio.com

Name of Authorized Representative Matt Woods


Title Sales Executive


Signature of Authorized Representative 
Matt Woods (Feb 4, 2020)

Date 2/21/20

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/5/2020

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.



200105 Addendum 2

Edlio

Supplier Response

Event Information

Number: 200105 Addendum 2
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/9/2020
Deadline: 2/21/2020 03:00 PM (CT)

Contact Information

Contact: Kristie Collins
Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Fax: +1 (866) 839-8472
Email: bids@tips-usa.com

Edlio Information

Address: 12910 Culver Blvd.
Suite I
Los Angeles, CA 90066
Phone: (310) 598-2846
Fax: (310) 598-2846
Toll Free: (877) 623-7200

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

Matt Woods

Signature

Submitted at 2/19/2020 2:07:50 PM

matt@edlio.com

Email

Requested Attachments

Vendor Agreement

Vendor Agreement.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

Agreement Signature Form.pdf

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

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

Pricing Spreadsheet #1

Pricing Form #1 .pdf

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

DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

Pricing Form #2 .pdf

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.

References

Reference Form.pdf

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

Proposed Goods and Services

Edlio Features and Services.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.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED *No response*

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

HUB Subcontracting Plan Form OPTIONAL

No response

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can.

Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

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.

HUB Certification OPTIONAL

No response

HUB Certification documentation may be scanned and uploaded if you desire to document your status as a HUB company. (Historically Underutilized Business) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 250 px - .png, .eps, .jpeg preferred

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

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

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

Disclosure of Lobbying Activities Standard Form LLL

No response

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

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.

Bid Attributes

1 Yes - No

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

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>

or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

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

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.)

We simplify creating websites by handling all the creative and technical details involved in crafting one. From design and hosting to software development and technical support, our turnkey solution currently supports 10,000 K-12 schools and districts.

Simplicity and versatility defines our platform. Our K-12-customized Content Management System is entirely easy-to-use: it's built around point-and-click visual interfaces and features both simple and complex editing tools for all user levels. You have complete flexibility that adapts to your communication needs.

6 Primary Contact Name

Primary Contact Name

7 Primary Contact Title

Primary Contact Title

8	Primary Contact Email Primary Contact Email <input type="text" value="matt@edlio.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="(512) 551-0494"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Mike Alfultis"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Sales Executive"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="mike@edlio.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="(512) 277-6788"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Sheilah Richards"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="sheilah@edlio.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="(877) 623?7200"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Sheilah Richards"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="sheilah@edlio.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="(877) 623-7200"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="edlio.com"/>
25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="38-3838982"/>
26	Primary Address Primary Address <input type="text" value="12910 Culver Blvd., Suite I"/>
27	Primary Address City Primary Address City <input type="text" value="Los Angeles"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="CA"/>

29	Primary Address Zip Primary Address Zip <input style="width: 90%;" type="text" value="90066"/>
30	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input style="width: 90%;" type="text" value="Content Management System, CMS, Website, Hosting, Cloud-Based Hosting, Website Design, Website Hosting"/>
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? <input style="width: 100px;" type="text" value="Yes"/>
32	Yes - No Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner : (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas? <input style="width: 100px;" type="text" value="No"/>
33	Company Residence (City) Vendor's principal place of business is in the city of? <input style="width: 90%;" type="text" value="Los Angeles"/>
34	Company Residence (State) Vendor's principal place of business is in the state of? <input style="width: 90%;" type="text" value="CA"/>

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 the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.

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 RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.

3
6**TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed 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.

3
7**Yes - No**

Vendor agrees to remit to TIPS the required administration fee?

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.

3
8**Yes - No**

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

3
9**Years Experience**

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

4
0**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 download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

4
1**Pricing discount percentage are guaranteed for?**

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

4
2**Right of Refusal**

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

4
3**NON-COLLUSIVE BIDDING CERTIFICATE**

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

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

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

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

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

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

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

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

4
5**Filing of Form CIQ**

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

4
6

Regulatory Standing

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

Yes

4
7

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

4
8

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

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

Suspension or Debarment Instructions

Instructions for Certification:

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

50

Suspension or Debarment Certification

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

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

51

Non-Discrimination Statement and Certification

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

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

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

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

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

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

5 2 2 CFR PART 200 Contract Provisions Explanation

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

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

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

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

5 3 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree?

5 4 2 CFR PART 200 Termination

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

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

Does vendor agree?

5
5**2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does vendor agree?

5
6**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
7**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 \$100,000)

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 \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

5 2 CFR PART 200 Procurement of Recovered Materials

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

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

Yes

5 9 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.

I HAVE NOT Lobbied per above

6 0 If you answered "I HAVE lobbied per above to the previous question.

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

6
1

Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

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

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

NO

6
2

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

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

do you agree to comply with the following federal requirements?

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

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

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

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

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

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

No response

6
3

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?

6
4

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?

6
5

Remedies Explanation of No Answer

66 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.

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?

67 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 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 clauses in contracts with TIPS members may be determined by the parties.

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?

68 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?

69 Infringement(s) Explanation of No Answer**70 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 Local Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

7
1

Payment Terms and Funding Out Clause

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

7
2

Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

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

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

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

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

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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing dutie s 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 o ffense, 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 abo ve. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure tha t the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain t hese 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, Contra ctor will immediately remove the covered employee from contract duties and notify the District in writing within 3 busi ness 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 h istory record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

☐ None

7
4

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

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

7
5

Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg,TX,75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the 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.

YES

7
6**Logos and other company marks**

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)

7
7**Solicitation Deviation/Compliance**

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

7
8**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.

7
9**Agreement Deviation/Compliance**

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

8
0**Agreement Exceptions/Deviations Explanation**

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

8
1**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

8
2**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).

No response

8
3**Long Term Cost Evaluation Criterion # 4.**

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

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

increases will be 5% or less annually per question

8
4**Required Confidentiality Claim Form**

Required Confidentiality Claim Form

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

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tjps-usa.com

8
5**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.

8
6**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.

8
7**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.

8
8**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.

8
9**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
0**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.

REFERENCES			
Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Pomona Unified School District	Oliver Unaka, Public Information Officer	oliver.unaka@pomona.k12.ca.us	(909) 397-4800
Edinburg Consolidated Indendent School District	Eduardo Moreno, Assistant Superintendent for Technology Services	edu.moreno@ecisd.us	(956) 289-2353 ext. 3060
Hemet Unified School District	Joshua Killebrew, Network Manager	<u>jkillebr@hemetUSD.org</u>	(951) 765-5100 ext. 5500

Required Confidential Information Status Form

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 information 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 within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Edlio, LLC.

Name of company

Matt Woods, Sales Executive

Printed Name and Title of authorized company officer declaring below the confidential status of material

12910 Culver Blvd., Suite I	Los Angeles	CA	90066	512-551-0494
Address	City	State	ZIP	Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

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.

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 -----

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

Matt

Digitally signed by Matt

Date: 2020.02.19

Date 2/21/20

10:12:49 -06'00'



Features and Services

Table of Contents

I. Summary	3
A. Services	4
Implementation Process	5
Support & Training	7
Web Design Approach	8
Spike's Gallery	9
Custom Design	10
Cloud-Based Hosting	11
B. Features	14
Content Management System	15
Mega Menus	16
Homepage Widgets	17
News and Alerts	18
Email & Newsletter Sender	19
Social Media Manager	20
Calendars	21
User Management and Staff Directory	22
Pages	23
Forms	24
Website Accessibility	25
AudioEye [Add-On]	26
Alt-Text Setting	28
Videos	29
Photos and Photo Shuffles	30
Search Engine Optimization	31
Google & Microsoft Integration	32
SIS Integration [Add-On]	33
Text Alerts [Add-On]	34
Voice Messages [Add-On]	35
School News App [Add-On]	36
Why Us?	37

I. Summary

We simplify creating websites by handling the technical and creative components involved in developing one. From design and hosting to software development and technical support, our turnkey solution currently supports 10,000 K-12 schools and districts.

Simplicity and versatility define our platform. Our K-12-customized Content Management System is entirely easy-to-use: it's built around point-and-click visual interfaces and features both simple and complex editing tools for all user levels. And, its robust features give you complete flexibility that adapts to your communication needs.

Features include:

- News and Alerts
- Category, Class, and Teacher Pages
- Photos, Photos Shuffles, and Videos
- User Management and Staff Directories
- Social Media Manager

Add-Ons include:

- AudioEye
- Forms with payments
- SIS Integration
- Voice and Text Messaging
- Mobile News App

What's delivered upon project completion:

- A clean, modern design assured to impress your visitors
- An easy-to-use, K-12-customized CMS sustained by us
- Public-facing websites that comply with ADA regulations
- Safe, secure website hosting service via Amazon Web Services (AWS)
- Continual Software Development to augment and enhance future technologies
- Comprehensive training and unlimited ongoing technical support for all users
- A Client Services Specialist specifically assigned to you for additional help

A. Services

Implementation Process

Content Collection

Your project starts with you submitting sample designs you like and all of your branding and design elements (colors, logos, photos, school information, etc.).

Kickoff Call

Then, your dedicated Project Manager gives you a complete overview of your project. After your Kickoff Call, project timelines are established, expectations are clarified, and a design plan is drafted.

Design Review and Approval

Your design undergoes internal review to ensure it meets your expectations, and we optimize it for a user-friendly experience. We undergo revisions. Spike's Gallery allots you one round; Custom Design allots you three rounds. Additional revisions are paid at an hourly rate.

Website Programming

Your final design is handed over to our Production Team to code your websites.

Content Migration

Your current site's static content is migrated according to a sitemap you provide (note: this does not include data-driven content like news, calendars, blogs, or teacher/homework pages)

Quality Analysis

We perform multiple quality-control checks.

Training

You schedule an online training, or you can opt for an onsite training.

Launch

Your sites go live.

Ongoing Support

Beyond launch, your Client Success Specialist is available by phone to answer any questions you have. And you can also access help via an online ticketing system or a toll-free number.



Project Begins

- Choose design template (Spike's Gallery & Sketch)
- Provide top 3 website examples (Custom)
- Submit questionnaire, design assets, & info
- Call with PM to discuss design/project
- PM submits client notes to design team
- PM provides site-map template/instructions



Design Process

- Initial mock-up presented to client
- Revisions (optional):
 - Sketches - no revisions
 - Spike's Gallery - 1 round of revisions
 - Custom - 3 rounds of revisions
- Additional revisions require a fee
- Design approval given to Edlio
- No further design changes can be made



Delivery

- PM sends preview site links
- Client Success Specialist is introduced
- Client can:
 - View preview site(s) immediately
 - Make content updates to site(s)
 - Submit pre-training questionnaire
 - Schedule training



The Journey Continues

- Training
- Launch
- Ongoing support
 - Client Success
 - Tech Support Team
 - Online help center
 - Webinars/Videos



Content Migration

- Client submits completed site-map
- Edlio migrates content to new site(s) once
- For DWS clients only:
 - 20 pages max per child site
- Excluded from the migration process:
 - Teacher & class pages
 - Blogs • Calendar events
 - News items
 - Embedded online forms
- *Spike's Sketches do not include content



Programming

- Edlio builds out the site(s)
- Client may provide photos/staff lists
- Optional user management set up
 - Edlio
 - Google SSO
 - Azure
 - LDAP
- PM quality checks site(s)

Questions to Consider

- User management options: Edlio, Google SSO, LDAP, Azure
- What URL would you like to use? Do you own your domain?
- Does your school or district have ADA concerns?
- Do you need SIS integration?



Support & Training

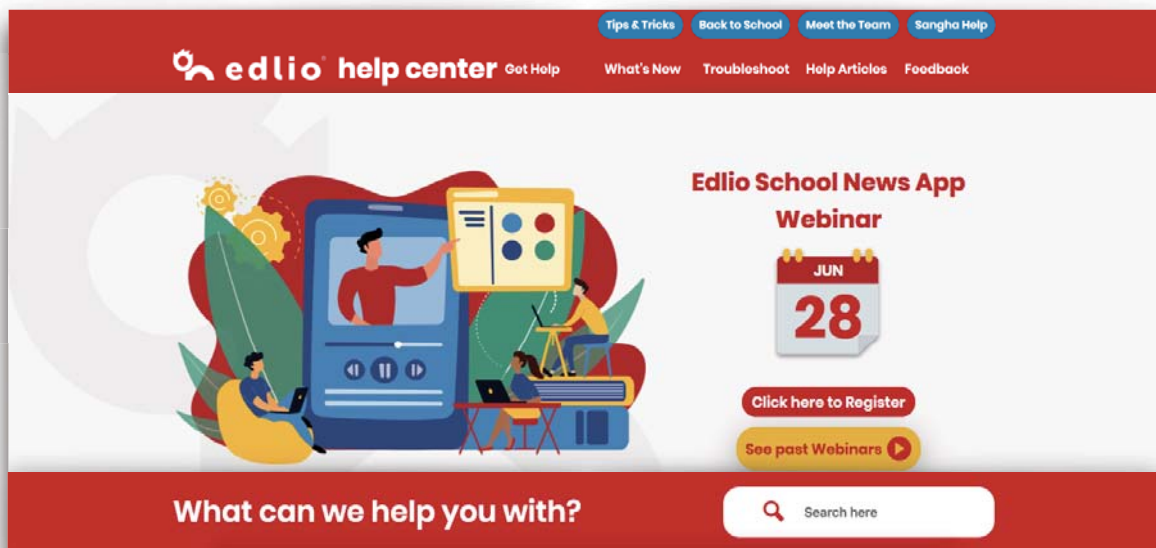
Your sites are easy to manage on your own. But sometimes you have questions that a help article doesn't cover. So, our support team is easily accessible and available to all users.

Unlimited Technical Support

- **Phone**
 - Toll-free number (5:30 a.m. - 7:30 p.m. PT, Monday-Friday)
- **Online:**
 - 24/7 Online Ticketing System
 - 24/7 Online Help Center that shares best practices, guides, and tips
 - Hosted Video Webinar refresher courses and in-depth guides that are archived

Training Options

- **Web-Conference Training**
 - Online CMS training for all users (2-2.5 hours)
- **On-Site Training**
 - Two (2) full days of onsite training



Web Design Approach

We currently offer two design options: Spike's Gallery as a base option and Custom Design as an add-on option. Each are hand-crafted by our team of designers and follow best website practices and current design trends.

District-Wide Solution (DWS)

With a DWS, all sites revolve around your branding. Your district site sets the thematic look and feel that individual sites then follow. But, your individual schools are differentiated by their colors and logos. So your users get a consistent and cohesive experience throughout all sites

ADA-Accessible

Your designs conform to WCAG 2.1 Level A and AA standards; we actively apply ADA-Accessibility principles during the design phase. Our team has experience and training from accessibility groups such as Knowbility to create designs that are truly accessible to those who need it — not just accessible according to a scanning tool.

Intuitive Navigation

Our UI/UX Designers structure your site navigation layout and behavior based on best practices. And, during the implementation, Project managers use a site map template to assist you in organizing information that makes the most sense for your community. So, your sites' content and navigation are streamlined for ease-of-access across all devices.



Spike's Gallery

Get a unique design just for your school or district. Pick a pre-made design from Spike's Gallery to make your own and launch in as little as 6 weeks for a single site or a small district.

Just for you

Once you select a design from Spike's Gallery, we immediately remove it.

Dedicated project manager

Work with your project manager to get your design finalized, content migrated (if needed), and site launched.

Revise

Swap in your logo, colors, navigation and quick links. One round of revisions included to adjust colors and fonts or remove elements.

Wide selection

No two Spike's Gallery designs are alike. We design to various aesthetics, from traditional to contemporary, photo-rich to minimal.

What's included:

- Choose your top three designs and receive your top choice
- Modify the pre-made design with your organization's name, logo, colors, quick links, navigation and social media links.
- One round of revisions included to swap out fonts and colors or remove sections.
- Work with a dedicated project manager throughout the design and development phase.
- Migration of static content from your old site(s). (See full terms and conditions for details.)
- Initial webinar training to learn the CMS, create pages, add users, set up calendars, and manage your website.

Custom Design

We get to know your organization and create a customized website design based on your brand, your traditions, and your spirit.

Design from scratch

After an initial call with your project manager, our team creates a design concept to your specifications.

Dedicated project manager

Work with your project manager to get your design finalized, content migrated and site launched.

Get it right

Work with your project manager to refine the design concept (up to 3 revisions).

Yours to keep

The final design files are yours to keep, forever.

What's included:

- Work with a project manager to create a fully custom design.
- Three rounds of revisions on the design concept included.
- Migration of static content from your old site(s). (See full terms and conditions for details.)
- Initial webinar training to learn the CMS, create pages, add users, set up calendars, and manage your website.

Cloud-Based Hosting

Compliance	Physical Security
<ul style="list-style-type: none"> • LDAP Ready / Active Directory Ready • HIPAA/HITECH • Dod SRG • VPAT / Section 508 • System Organization Controls (SOC) • Standards for Attestation Engagements (SSAE) • International Organization for Standardization (ISO) • Payment Card Industry Data Security Standard (PCI DSS) • Federal Risk and Authorization Management Program (FedRAMP) 	<ul style="list-style-type: none"> • Utilizing video surveillance, intrusion detection systems, and other electronic means. • Staff must pass two-factor authentication a minimum of two times to access data center floors. • All decommissioned magnetic storage devices are degaussed and physically destroyed in accordance with industry-standard practices. • Amazon CloudWatch • 24 x 7 x 365 onsite personnel • Data centers are conditioned to maintain atmospheric conditions at optimal levels. Automatic fire detection and suppression equipment. Uninterruptible Power Supply (UPS) units provide back-up power.
Redundant and Reliable Infrastructure	Cloud Security
<ul style="list-style-type: none"> • All load balancers, routers, static servers, web application servers, and database servers are redundant. • Depending on how graphic heavy the site is, each page is built by our servers within 20 and 250 ms's. • Provides scale out security to meet elasticity demands for new services, ensuring the business is compliant. • The AWS Cloud operates 44 Availability Zones within 16 geographic Regions around the world. 	<p>Edlio leverages the best cloud platforms in the business - AWS and Fastly. Cloud security features include:</p> <ul style="list-style-type: none"> • Web application firewall • DDoS mitigation • Bot detection & mitigation • TLS encryption • Identity and access control
Backup	High-Performance Software/Hardware
<ul style="list-style-type: none"> • Edlio currently backs up its database cluster every half an hour and stores data offsite on Amazon's S3 bucket storage service. • API endpoints provide SSL encryption for data both at rest and in transit. 	<ul style="list-style-type: none"> • Dedicated, hardware-based cryptographic key storage using AWS CloudHSM, allowing you to satisfy compliance requirements. • Amazon S3 and Amazon Glacier cloud storage that are designed for 99.999999999% of durability.

Infrastructure

Edlio powers more than 10,000 school websites nationwide on its proprietary Content Management System platform. As with any type of platform development, it is critical that software is developed in a way that is agile, released continuously and is also designed to be rolled back in case of errors.

At Edlio, we use “Git” for source code management. Edlio hosts its private repositories on GitHub (www.github.com) and all source code is managed centrally. The flow of software development starts with Product Management. Edlio's CTO oversees all product managers and UX designers and their mission is to conduct product research, hypothesis testing, high fidelity prototyping, and user testing. Once a MVP (Minimum Viable Product) is defined, the product is handed off to the software development team.

Edlio's software development and product teams use Jira for product management and the agile methodologies. User stories are tasked to software developers and they are then sub-tasked for completion within a two week sprint. Software developers have their own dev-environments (utilizing Vagrant) and once the code is branched, they complete their work and pass it on to Quality Assurance (QA). Upon successful completion of QA, the code is released platform-wide. The release is accomplished seamlessly behind load balancing software, without impact or interruption to the system or user experience.

At Edlio, we believe in “continuous release”. We believe that we should be able to release code for enhanced features and do bug fixes in a continuous fashion without suffering any outage. On average, we release new code multiple times per day. Automated tests find regression and bugs before they get to production. The tools we employ such as Github, Jenkins, Vagrant, help us easily revert to the last stable code without any negative implications, platform wide.

Backup and Disaster Recovery

Edlio uses AWS (Amazon) Servers. The service is supported and monitored 24/7/365 so the time zone of hosting is not critical to ensuring continuity of service. All load balancers, routers, static servers, application servers, and database servers are redundant.

Edlio currently backs up its database cluster every day and stores data on Amazon's S3 bucket storage service. Edlio uses Amazon's Glacier long-term archiving solution to retain data for an extended period of time. Most maintenance operations at Edlio are done on an ongoing basis without any down time. Edlio's development team is specialized in distributed systems architecture allowing our systems to be updated on an ongoing basis through “rolling deployments” with no down time. Edlio releases software updates and bug fixes on a daily basis.

Server Redundancy

Server side architecture: Edlio's server side architecture is designed to ensure that structured data driven dynamic pages are built very quickly. Each Edlio site in their source code reveals how many milliseconds it takes to build the particular page. To see that, one would right click and choose "view source". Depending on how graphic heavy the site is, each page is built by our servers within 20-250 ms's. This metric does not mean that the site is delivered in this time period to the requester's browser because most of the traffic served from Edlio servers are already cached at the edge servers.

Caching at the Edge: A very important parameter in perceived speed of page load times is what happens to a request from a computer located in a particular geography. When one goes to www.hamiltonhigh.org from any place in the United States, the request is immediately routed to the geographically closest "edge server location". For example, if a request is made in Fort Worth, Texas, the system should go to the closest edge server located in Dallas and serve the page from there. By serving content from the closest edge location, the latency is minimized. If one assumes that there is about 70 ms's of latency between east and west coasts of the US, serving from a close edge location is a massive performance increase.

Caching: Regardless where one caches, Edlio's CMS is a very heavy read operation. Over 100,000 teachers and administrators put content into these sites daily, but more than 2,000,000 people consume the content every day. The information that most people consume changes relatively slowly in comparison to the number of people reading it which makes it ideal to "cache" content until something changes. Currently using Fastly, a leading CDN, we can control how we cache content at the edge servers. Currently Edlio caches about 90% of its content at edge servers which minimizes the number of requests to our servers in our data centers translating in lightning fast speeds at the local browser of school and district website visitors.

B. Features

Content Management System

Our feature-rich, K-12-customized Content Management System (CMS) is a fast, intuitive platform that simplifies content creation.



Accessibility Settings

Includes an alt text setting, automatic captioning and transcripts for videos and navigation you can control by keyboard.



Forms and Payments

Add permission slips and registration forms on your site. Upgrade to add the Payments add-on to collect fees and donations.



Google Integrations

Connect your site to Google Classroom, sync your Calendars and allow visitors to translate your content with Google Translate.



Microsoft Integrations

Add files and pictures from OneDrive, connect your calendar and enjoy SSO with your credentials.



SSO (Single sign-on)

Log into your Edlio admin site using your Google, Microsoft Office 365, and Canvas credentials. Secure and convenient.



SIS Integration

Send email newsletters, text and voice messages to your contact lists, plus set up auto notices for attendance alerts (for select SIS providers) with this add-on.



Social Media Manager

Link your social media accounts and reach out to your community. Post updates immediately or schedule posts for later.



Email/Newsletter Sender

Connected to News and Events on your site, send unlimited emails and newsletters to your contacts.



Page Subscriptions

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



Voice and Text Messaging

Send messages and reminders to families via text or voicemail – quickly and easily – right from your admin site with this add-on.

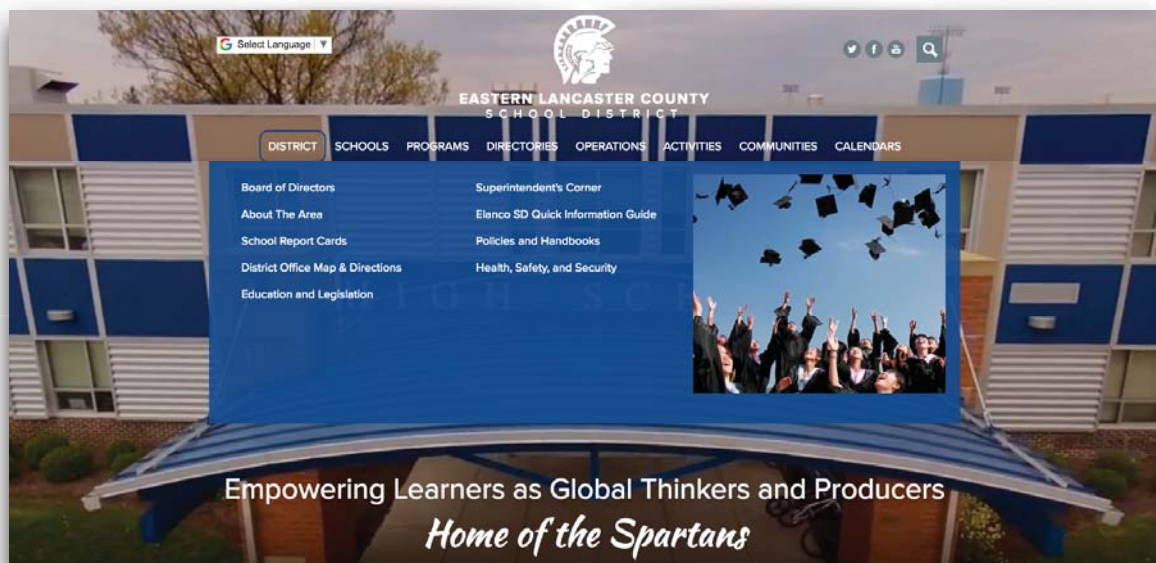
Mega Menus

Streamline and stylize your site navigation.

- Your Mega Menu combines aesthetics and functionality to simplify navigating your sites. By combining large graphics and text, your site's content and overall structure is clear at a single glance. So your visitors won't have a problem finding the information they're looking for.

K-12-Specialized Designers.

- With over 10,000 K-12 websites created, our Graphics and User Interface/User Experience designers know how to modernize and logically structure your sites.
- Because they collect and implement in-person and analytics-informed client feedback, you receive sites built upon a strong foundational understanding of your users' expectations, goals, and problems.
- So you're guaranteed visually-stunning, easy-to-use sites that follow all current design trends and follow best UI/UX practices.



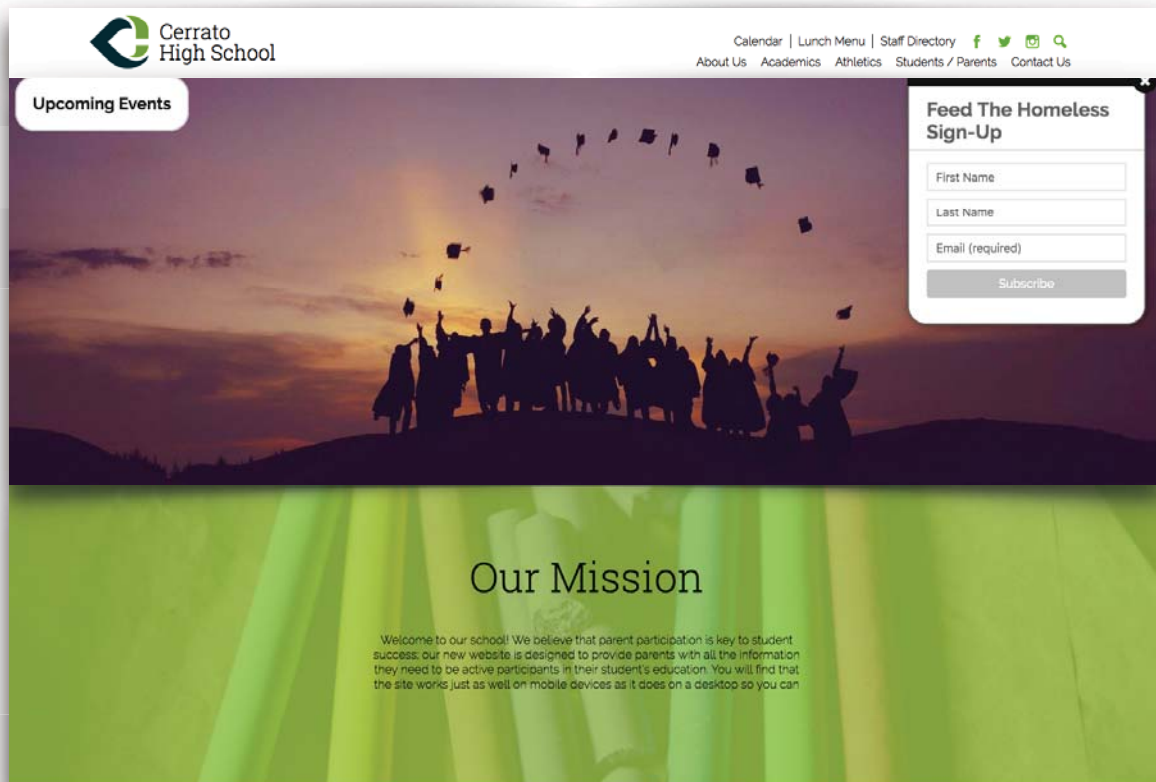
Homepage Widgets

Simplify sign-ups and highlight key information.

- Your Homepage Widgets support:
 - **Button Widget:** from your homepage, easily redirect visitors to important information.
 - **Form Widget:** create custom forms to expedite sign-ups and collect contacts that auto-populate onto existing or custom contacts lists.

Auto-Populated Contact Lists are then used in:

- Emails & Newsletters
- Text Alerts & Voice Messages



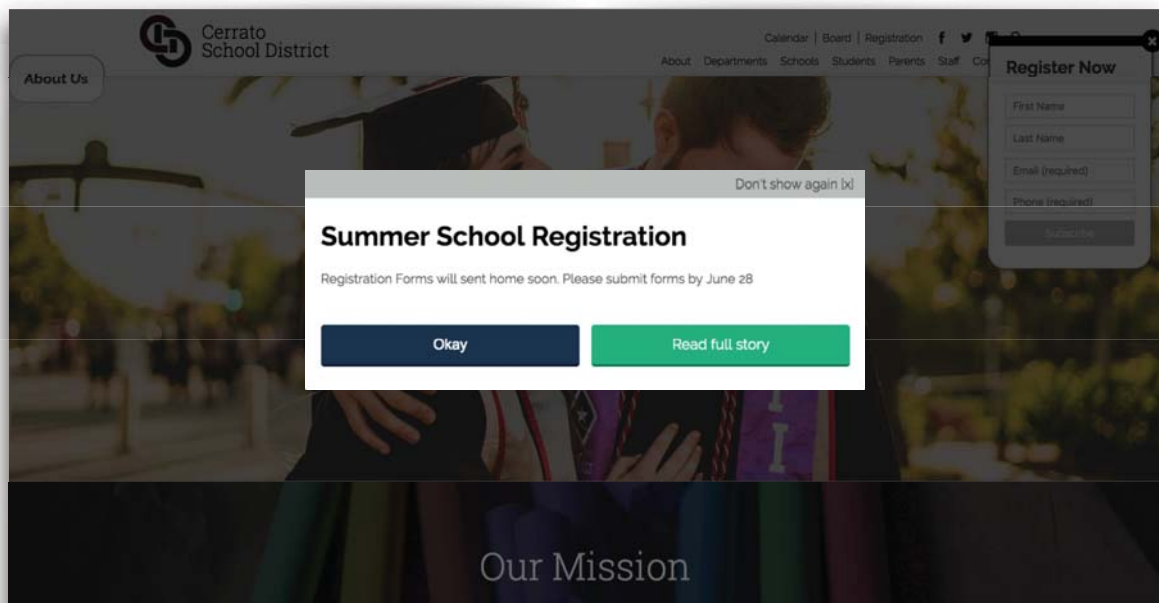
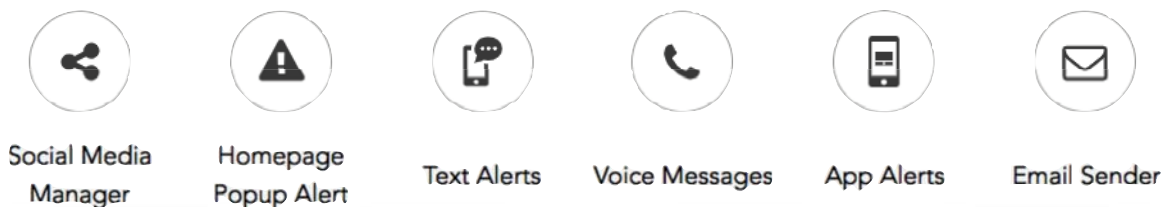
News and Alerts

One communication tool to hit all essential channels.

- Whether it's through text and email or directly through the web, your News and Alerts feature is a versatile tool that adapts to your communication needs.
- Cross-post your news to emails, social media, text, voice, or directly to your homepage.
- And, if you use our School News App or Sangha, our parent communication app, you can cross-post to those as well

How managing News is simple:

- Create categories so you can stay organized
- All news is archived so you can always re-use content
- Schedule publication and expiration dates to automate your news cycle



Email & Newsletter Sender

Quick, easy, and seamlessly integrated with all content.

- Your Email and Newsletter Sender is a robust tool that contains:
 - Built-in analytics that show detailed stats such as open rates and unique clicks
 - Bulk CSV uploads to mass import recipients
 - Subscription feature
 - Scheduling functionality to preset publication times
 - And, you can pull existing content from your News, Calendars, and Pages

How to easily build emails and newsletters:

1. Pick a template.
2. Create and edit content (or pull existing content).
3. Send.



Social Media Manager

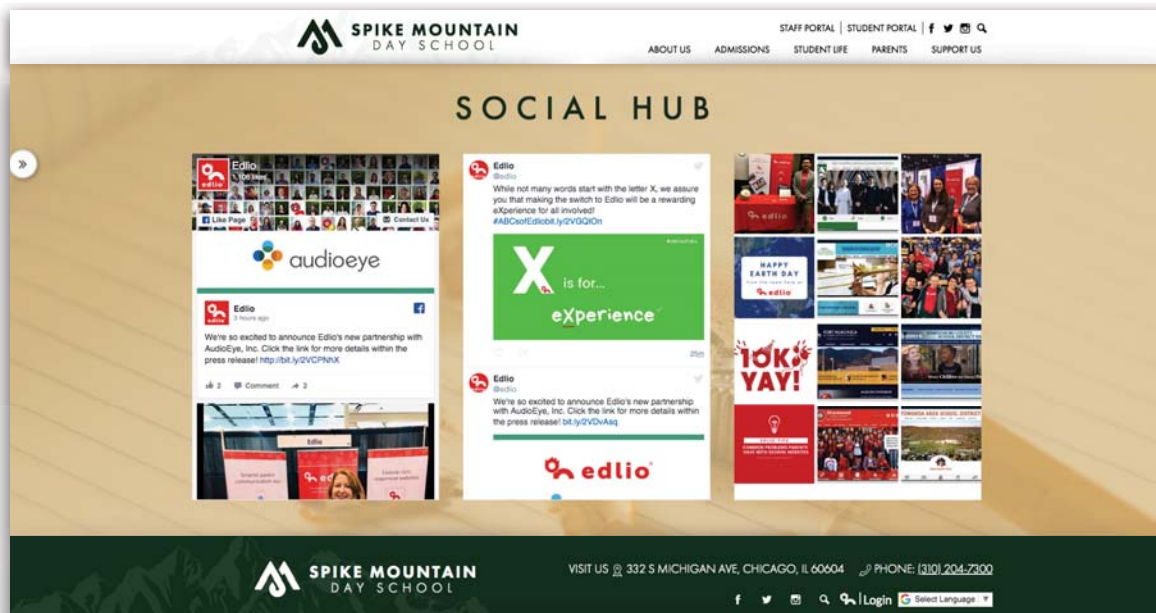
Manage social media campaigns from a single site.

- Your Social Media Manager centralizes all social media campaigns onto your admin site. From your admin site, you can post text, photos, and videos across all of your sites. It integrates both Twitter and Facebook.

How Social Media is simplified:

- All posts are logged and archived
- Your users can easily “like, share, and subscribe”
- Preset publication date and times
- You can pull existing content from your News module

Post To *



Calendars

All calendars managed in one place.

- Integrating all of your calendars, which include Google and Microsoft calendars, establishes a 1:1 sync.
- Managing multiple calendars is simple: update them on your admin site and updates automatically apply to any calendar on any site.

How your users are informed:

1. Easy-to-read, color-coded calendars separate your events.
2. Your community toggles between them with a single click.
3. They subscribe to stay in-the-loop.

◀ ▶ April 2019 [Print](#) • [Year Overview](#) • [Subscribe](#)

Monday	Tuesday	Wednesday	Thursday	Friday
Read A Tale of Two Cities 1 Cerrato Middle School English 101 King Lear Rehearsal 11 AM – 12 PM Cerrato Middle School Theatre Humanities Open House 5 PM – 9 PM Cerrato High School Teachers	Regular Meeting 12 PM – 1 PM 2 Cerrato Middle School Public Speaking Social Sciences Open House 5 PM – 9 PM Cerrato High School Teachers	JV Home Game 11 AM – 12 PM 3 Cerrato High School Football Sciences Open House 5 PM – 9 PM Cerrato High School Teachers Varsity Team Dinner 6 PM – 8 PM Cerrato High School Football	A Tale of Two Cities Paper Due 4 Cerrato Middle School English 101 Parent-Teacher Conferences 5 PM – 6 PM Cerrato Elementary School Teachers	(Away Game) Cerrato HS vs North HS 5 6 PM – 8 PM Cerrato High School Football A Midsummer Night's Dream 8 PM – 10 PM Cerrato Middle School Theatre

Legend:

- ☒ Football
- ☒ Cerrato High School
- ☒ Cerrato Middle School
- ☒ Cerrato Elementary School
- ☒ Theatre
- ☒ English 101
- ☒ Teachers
- ☒ Public Speaking

User Management and Staff Directory

Granular, permissions-based User Management.

- Your User Management feature establishes permissions down to the file. To expedite the process, you can integrate your SIS data. User Profiles and their existing permissions transfer. And your Staff Directory is then conveniently auto-populated.

Multiple, customizable Staff Directory templates.

- For your Staff Directory, you decide what to display and how you want it displayed.



- | | | | |
|--|---|-----------------------------------|---|
| <input type="checkbox"/> Title | <input type="checkbox"/> Other | <input type="checkbox"/> Street | <input type="checkbox"/> Email |
| <input checked="" type="checkbox"/> First Name (always visible) | <input checked="" type="checkbox"/> Phone | <input type="checkbox"/> City | Allow public website visitors to contact users by email. |
| <input type="checkbox"/> Middle Name | <input type="checkbox"/> Cell Phone | <input type="checkbox"/> State | <input type="radio"/> Display email |
| <input checked="" type="checkbox"/> Last Name (always visible) | <input type="checkbox"/> Fax Number | <input type="checkbox"/> Zip Code | <input checked="" type="radio"/> Display "Send Email" link |
| <input type="checkbox"/> Position | <input type="checkbox"/> External Website | <input type="checkbox"/> Country | Form-based emailing |
| <input type="checkbox"/> Profile Photo | | | <input checked="" type="radio"/> Always On |
| Unchecking the box will only hide the photos from staff directory. They will still be displayed on user profile pages. | | | <input type="radio"/> Always Off |
| | | | <input type="radio"/> Off for School IP Range |
| | | | Anyone in school IP range will be able to email using their default email client. |

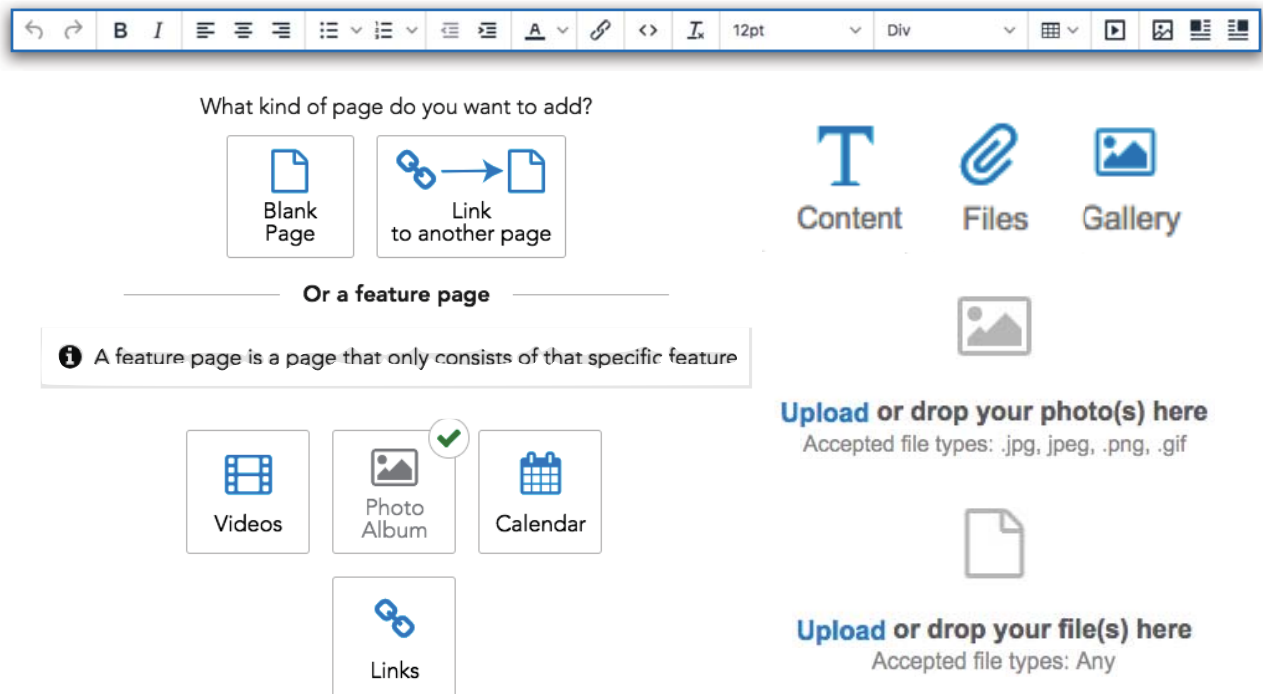
Pages

Familiar interface with easy-to-use editing tools.

- Creating a page is an entirely visual process because you work through a point-and-click interface with clear and obvious icons.
- Editing is simple: it looks and feels like you're directly editing in Mac's Pages, Google Docs, or Microsoft's Word. Once done, you can preview your pages to see how they display across all devices.
- And, it comes with advanced editing features like text wrap and in-line imaging, so your pages go beyond basic layouts and designs. For WYSIWYG editing, you can add HTML, embed 3rd party videos and widget code, or directly embed Cascading Style Sheet source code.

The types of Pages you'll have:

- **Category Pages** - general pages that structure all of your content and departments
- **Teacher Pages** - they're like "mini-sites" your visitors can subscribe to
- **Class Pages** - a space for all things class-related (e.g. homework, articles, etc.)
- **Password-Protected Pages** - a safe, secure place to store all important documents



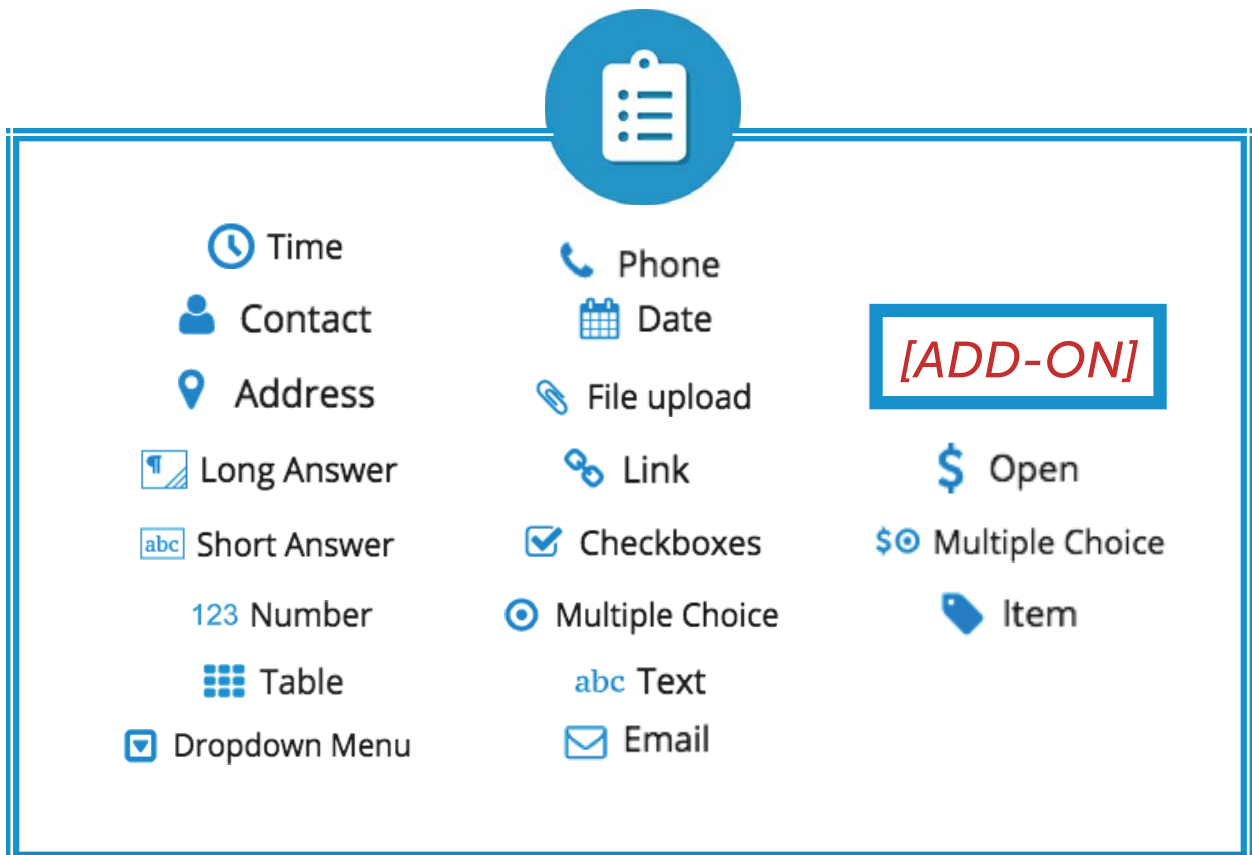
Forms

Versatile, multi-purpose digital forms.

- Your built-in Forms feature streamlines gathering basic information and collecting detailed responses.
- Because you can preset publication and expiration dates, the information you need comes to you. In particular, all responses are centralized onto a concise, exportable spreadsheet
- And, as an *add-on* feature, you can process payments directly on your admin site!

How to easily build a form:

1. Drag-and-drop form fields.
2. Add content, edit, and organize accordingly.
3. Hit save.



Website Accessibility

We're committed to ensuring your sites meet Level AA WCAG 2.1 and Section 508 standards. Our team has 19 years of experience and training from groups such as Knowbility to create designs and products that are truly accessible to those who need it, rather than just passing according to a scanning tool.

How Accessibility is built into the foundation of your sites:

- Your sites consistently display across different browsers and platforms.
- Your screen-reader users can use their keyboard to skip the at the top of each page with you "Skip to main content" function.
- Your Pages are logically structured with clear header tags for screen readers.
- Your sites are designed with proper Level AA color-contrast ratios.

Your built-in ADA tools:

- Your alt text setting requires alt text be entered for all uploaded media.
- Upload unlimited HD Videos that automatically generate closed captioning.
- Using WAVE and tota11y, you can easily catch common accessibility errors on your public pages:
 - WAVE captures all error related to your public page icons;
 - tota11y helps you visualize common ADA errors seen in assistive technologies.



AudioEye [Add-On]



Your Web Accessibility Ally™

Accessibility Solved. Usability Enhanced.

To fulfill the promise of Americans with Disabilities Act, your organization has adopted a leading-edge Web Accessibility solution called AudioEye, ensuring people with disabilities have equal opportunity to participate in the many services provided.

What is Web Accessibility and Why is it important?

When not coded properly, websites can be difficult or impossible to access by people that rely on assistive technologies to navigate the digital world. Websites must be designed and developed in a manner that accommodates users with diverse abilities - in a manner that focuses on user-first, universal design principles.

In the same sense that a building must provide certain physical accommodations - ramps, rails, wide doorways, elevators - websites should provide accommodations in the digital space.

Why AudioEye?

The AudioEye solution aims to improve the usability of the web – providing everyone with an optimal, customizable, and fully inclusive digital experience.

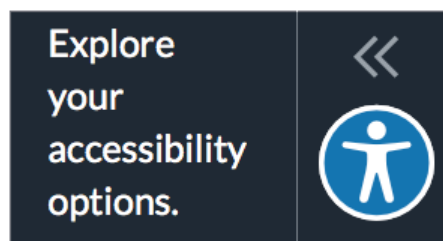
First and foremost, the AudioEye technology helps ensure that the organization's website is optimized to provide an accessible user experience by conforming to WCAG 2.0 Level AA. In addition, the AudioEye technology includes a toolbar, which includes a suite of free assistive web personalization utilities that allow our users to customize their user experience.

Ally Toolbar

The Ally Toolbar provides a fully customizable experience users can tailor to their individual needs — regardless of their device type, language preference, or preferred method of access.

The Ally Toolbar benefits all site visitors, but in particular, aging populations and individuals who have vision, motor and/or intellectual (cognitive) disabilities, those who are color blind, dyslexic, learning to read, learning a second language, or who may prefer listening instead of reading.

The following tools may be available in the Ally Toolbar:



Help Desk

Reliable support from accessibility experts

The Help Desk provides a form for end-users to report accessibility and usability related issues.



AudioEye Trusted Certification

Show commitment to accessibility & inclusion

The AudioEye Certification illustrates your commitment to accessibility, and lets all visitors to your site know you are working towards accessibility.



Reader

Customize the visual display of a website

The Reader allows end-users to easily customize the visual display of the page, to more effectively read and consume information.



Player

Listen to the content of a web page read aloud

The user can interact using their keyboard (instead of a mouse) and listen to web content read aloud.



Voice (if applicable)

Command the browser using your voice

Provides visitors the option of using their voice to command the browser experience.



Site Menu

Simplified, consistent keyboard-friendly

Simplifies and optimizes the site menu for keyboard users and individuals with cognitive disabilities.



Page Elements Menu

Built-in keyboard shortcuts

Provides keyboard and screen reader users options to quickly navigate focus to different areas of the webpage.



Settings

Personalized user experience

Allows users to customize settings to meet their individual preferences.

Alt-Text Setting

ADA-Accessible media made easy.

- WCAG 2.1 Guideline 1.1.1 states:

“All non-text content that is presented to the user has a text alternative that serves the equivalent purpose.”

- If your users don't know HTML, then ensuring ADA-Accessible photos and videos is a problem.
- With your Alt-Text Setting, your users don't need to know HTML.

How we simplify HTML:

1. All uploaded media prompts you with “Missing alt text!”
2. You enter Alt Text into a pop-up window.
3. Click Save.



Videos

Automate ADA-Accessibility for all uploaded Videos

- WCAG 2.1 Guideline 1.2.2 states:

"Captions are provided for all prerecorded audio content in synchronized media"

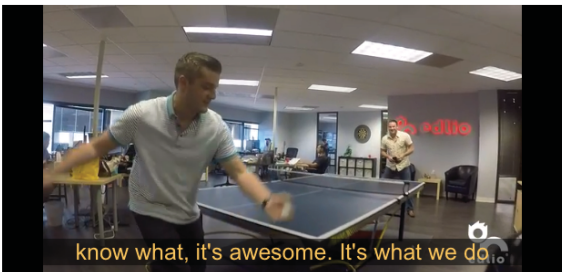
- We automate meeting WCAG 2.1 standards for videos because all uploaded videos auto-generate closed captions and editable transcripts.

How simple it is to upload Videos:

1. Upload Video.
2. Confirm language (English or Spanish).
3. Save.

Edit Closed Captions

Find captions to edit by playing the video or navigating the captions timeline.



00:27.5 - 00:30.0

The first reason I love Edlio is ping-pong.

00:30.0 - 00:32.5

Yeah, I know, kind of strange but you

00:32.5 - 00:35.0

know what, it's awesome. It's what we do

00:35.0 - 00:37.5

not only on our breaks but as an

Closed Captioning

Confirm this video's spoken language

☒ English
☐ Español

Regenerate CaptionsEdit Captions

Transcript

Alright, what's your favorite perk of working here? The food. You guys sometimes buy us lunch and of course we always have, like, a super-stocked fridge. Everyone's awesome here. The first reason I love Edlio is ping-pong. Yeah, I know, kind of strange but you know what, it's awesome. It's what we do not only on our breaks but as an opportunity to kind of let off steam. My favorite part of Edlio would definitely be the people. Everyone is super friendly and we really know how to have a good time here, you know, that makes us very unique. on the champ never felt like everything was siloed here we're all kind of tell me all kind of deal with each other and you know

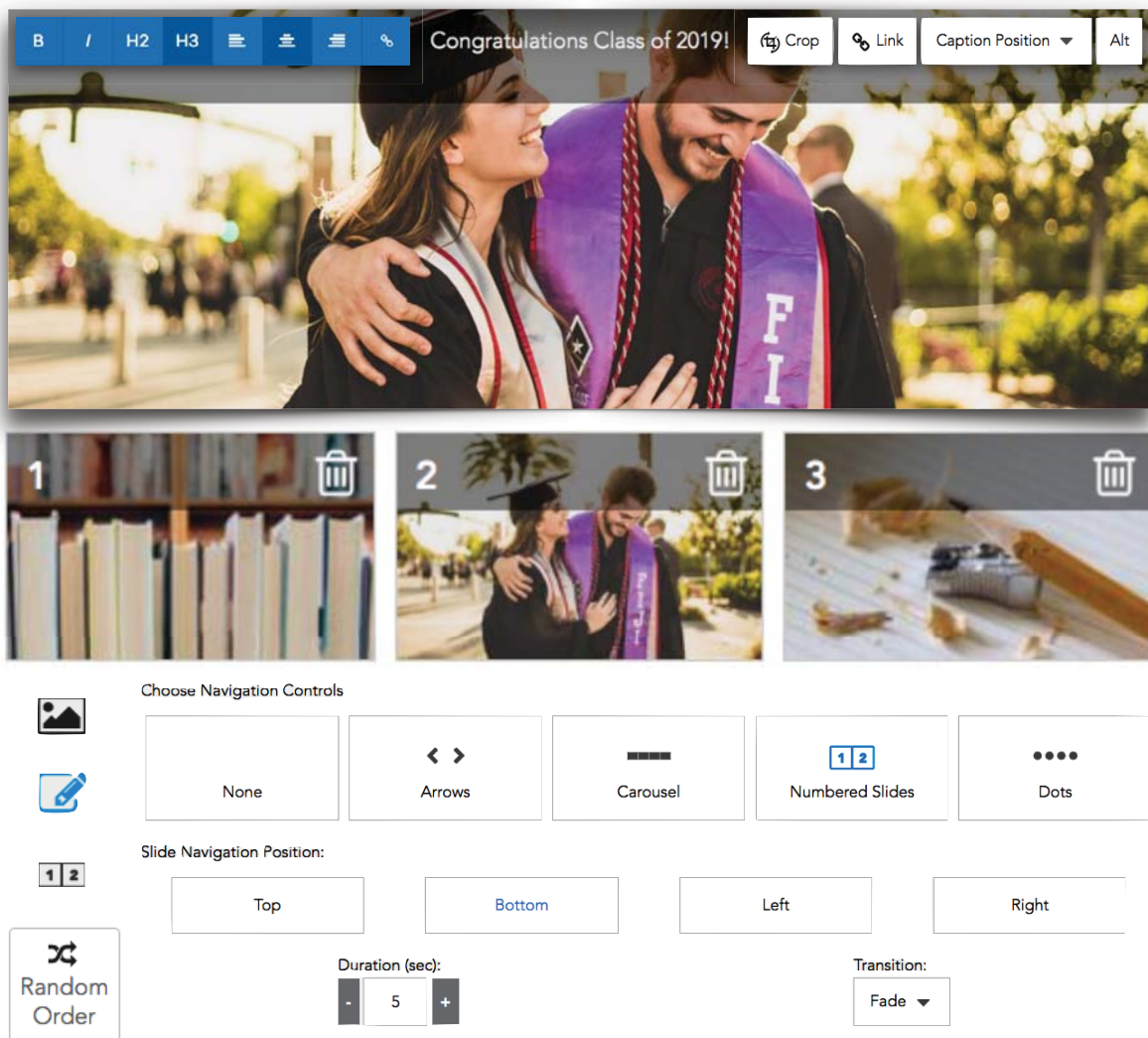
Photos and Photo Shuffles

Immediate, snap-shot views of your community.

- You'll have unlimited photos, photo albums, and photo shuffles that are archived and completely customizable. With your Alt-Text Setting, all photos conform to ADA standards.

Customization tools:

- Built-in photo editor
- Caption styling options
- Robust Photo Shuffle transition controls





Search Engine Optimization

Increase SEO without needing to know HTML.

- Your sites are SEO-optimized out-of-the-box:
 - HTTPS encryption registers your sites as secure
 - Your fully mobile-responsive websites automatically boost SEO values
 - All sites have built-in page structure which ensures your page titles are properly coded.

Your simple SEO tools:


- Integrate Google Analytics to access their robust features.
- Your built-in SEO module enables you to edit headers, keywords, meta tags, and titles.
- Your Alt Text setting leverages Google's reliance on alt text to decipher photos — a simple setting boosts your SEO value
- Because our CMS is easy-to-use, you can easily new generate content your visitors are searching for

 <https://cerratosd.edlioschool.com> Connection is secure 

Page title tag

AP English - Ms. Johnson's Class

Google Analytics Profile ID

UA-XXXX-X 

Page meta descriptions

The meta descriptions are the 160 characters snippet used to summarize your page's content. Search engines sometimes use these snippets in search results to let visitors know what a page is about before they click on it.

The online home of Ms. Johnson's AP English class at Edlio High School! Access homework assignments, the class calendar, and permission slips.

Keywords

schools, districts, AP, English, Ms. Johnson, Edlio High School

Additional header tags

Advanced users, please enter the code that will be added into the "head" tag of this page.

`<meta property="og:title" content="AP English - Ms. Johnson's Class" />`

Google & Microsoft Integration

Your existing tools optimized on a new platform.

- Your systems and workflows are organically integrated; so, your transition onto our platform is streamlined — you don't have to adopt and learn an entirely new set of tools and features

What's integrated:

- You have Single Sign-On so you don't have to create new accounts
- You retain all existing events from your Google and Microsoft calendars
- You can upload all Google Drive and Microsoft OneDrive files
- You can completely integrate all G Suite for Education tools

Hamilton High School

Sign in with Google

Sign in as Super Administrator

Connect a Google Calendar

Hamilton Elementary School

Login with Office 365

Sign in as Super Administrator

Connect an Office 365 Calendar

Attach class files (optional) *e.g. syllabus, class rules, etc.*

Drag or [select a file](#)

Teachers

Select a teacher

Select from your computer

Select from Dropbox

Select from Google Drive

Select from Microsoft OneDrive

SIS Integration [Add-On]

Integrate SIS data and maintain existing contacts

- Popular SIS services we integrate: Aeries, Illuminate, PowerSchool, and Skyward. If you aren't using these systems, we can still pull your SIS data with our Generic SIS Importer. With your SIS Data Browser, you can easily track all imported information.

Concise, detailed custom-contact lists based on:

- Grade levels and Classes
- Enrollment date and status
- Student name, birth date, and ID
- Parent/guardian name, phone, and email
- Staff name, phone, email, and ID



Text Alerts [Add-On]

Directly send text messages to your community

- You can easily send text messages to existing contact lists or bulk upload recipients via CSV.
- Simply determine who to send it to, input what to send, and schedule when to send it.
- From there, all texts are archived. You can review previous messages as well as delivery statistics. And, you can then save contact lists.

Announce / Text Alerts / New Alert

Text Alerts

Recipients

Contact Lists:

3rd Grade with Mrs. L. ✕

Algebra-Period 2 ✕

Chemistry 101 ✕

Coding 101 ✕

Intro to Python (Period 1) ✕

Databases 101 ✕

Estimated send time: 3 seconds

Message

Hamilton High School:

Driveway paving tomorrow. Traffic diverted to 2nd Ave.

77 / 480

1 Announce Messages containing more than 160 characters will be concatenated. This means that recipients will receive more than one message.

1 Occasionally you may wish to remind recipients how to control message delivery: 'Reply STOP to opt out, START to opt in, and HELP for more options.'

Delivery Options

☒ Send Now

☐ Send Later



Voice Messages [Add-On]

Directly send voicemails to your community

- You can easily send voicemails to existing contact lists or bulk upload recipients via csv.
- Personally pre-record a message or deliver it as a text-to-speech voicemail. The system automatically detects if an answering machine is reached and will leave a voicemail.
- From there, all voicemails are archived. You can review previous messages as well as delivery statistics. And, you can then save contact lists.

Announce / Voice Messages / New Message

New Message

Recipients *

Contact Lists:

555-555-5555 x	310-555-5555 x	213-555-5555 x	707-555-5555 x
----------------	----------------	----------------	----------------

Estimated send time: 4 seconds

Message Content

Subject *
For your records only.

Upcoming Graduation Event

Script *

Join Hamilton High School for a must-see game on September 15, 2017 at 8am on the football field.

Audio *

☒ Call me so I can record my message in my own voice.

☐ Use the text-to-speech service to create the audio of my script.

Delivery Options *

☒ Send Now

☐ Send Later

At the end of each voice message, the recipient will be able to opt out of receiving future messages.

School News App [Add-On]



Edlio's School News App is purpose-built for parents to catch up on news, view calendars, and receive notifications from one or more Edlio schools and districts. Available for iOS and Android, this single app solution for all CMS customers means setup is a cinch and parents can see multiple schools in one app!

Sign and Done

After a quick setup, your school is immediately available in the School News App. The app is free for parents to install.

Multiple Schools in One App

Parents can add multiple schools in the app, adding and removing them from the app as their family needs change.

Familiar Interface

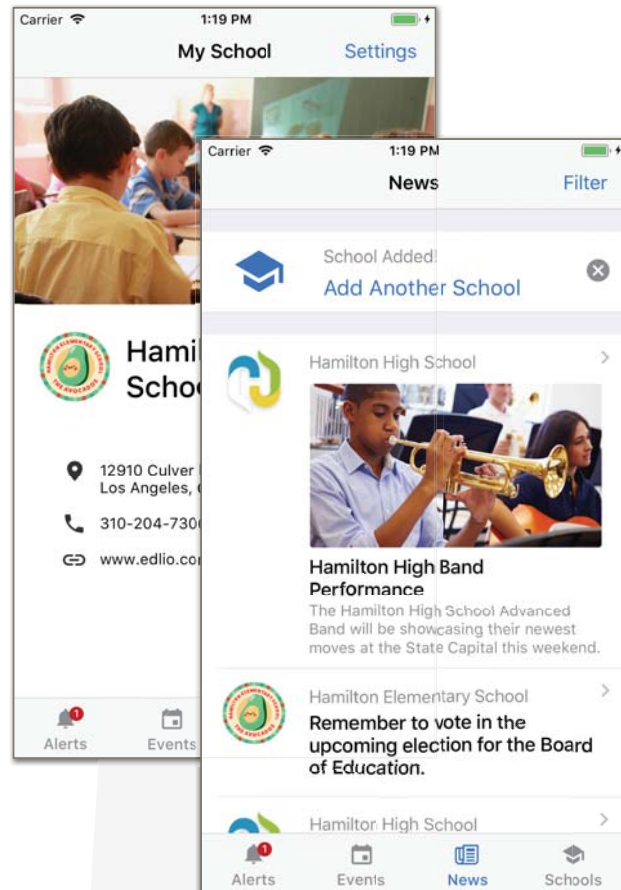
The simple design of this app was inspired by the email, text, and calendar apps you already use on your phone.

Seamless Posting

Your news and events will be automatically added to the app as they are added to your Edlio website.

App Alerts

Send push notifications directly to app users from your Edlio admin site.



Available as an add-on to your Edlio CMS. Contact your Edlio representative for pricing.

Why Us?

Your new websites must exceed your community's high expectations. Your parents and students expect your new sites to look modern; but they also want them to be easy to navigate. And your staff want an easy-to-use Content Management System (CMS); but they also expect it to be robust and feature-rich. That's a lot to satisfy.

Our 19 years of experience serving K-12 communities gives us extensive insight into your users' concerns and expectations. So, with this knowledge, our turnkey solution factors in both the creative as well as the technical components of a website. And we've pieced it all together so that all users receive a unique website experience.

When it comes to design, there are a lot of moving parts to consider. While a website's look is important, spectacle at the cost of ease-of-use isn't a good trade-off — users come to your sites seeking information, so it shouldn't be hard to find.

Our Graphics and User-Interface/User-Experience Designers leverage years of quantitative and qualitative data collected from engaging with our clients. So our clean, modern designs follow best practices and design trends that complement your branding's aesthetic while also simplifying site navigation.

And, our K-12-Customized CMS is an intuitive and easy-to-use system that revolves around simplicity and versatility. It's specifically built around point-and-click visual interfaces and features both simple and complex editing tools for all user levels. And its robust features gives you complete flexibility that adapts to your communication needs.

We currently support over 10,000 K-12 school and district websites; 98% of our clients continue with us. After three years on our platform, our clients are continually satisfied with the comprehensive training and ongoing support they receive.

Choose our platform if you're looking for a turnkey solution that unites website design and hosting, CMS software development and maintenance, and ongoing support into one complete package.