

## TIPS VENDOR AGREEMENT

### TIPS RFP 240101 Technology Solutions, Products, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and EAB Global, Inc.:

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EAB GLOBAL, INC.

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
  - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the public entity inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to ask TIPS to verify whether the public entity is a TIPS Member. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to the following, if applicable, to the Vendor's services offered: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by Vendor's Program Order Form which is the only method for a customer to initiate a TIPS sale, a sample of which is attached hereto as Exhibit A (hereinafter "Supplemental Agreement") entered into between the TIPS Member and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations in the Supplemental Agreement for the specific order prior to signing. Vendor agrees that any Supplemental Agreement, even when processed through TIPS, constitutes a legal contract between TIPS Member and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the Supplemental Agreement to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of the date of last signature of the Supplemental Agreement, or; (2) Within 3 business days of the date of last signature of the Supplemental Agreement, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration

Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

**12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if mutually agreed to in writing by TIPS and Vendor. If TIPS requests a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

**13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer services through a TIPS Contract if those services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendor's price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any service offered through TIPS. TIPS Pricing price increases and

modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

**14. Indemnification of TIPS.** EAB shall indemnify, hold harmless, and defend TIPS and its officers, directors, and employees against any and all claims, liabilities, and expenses, including reasonable attorneys' fees, to the extent arising from any third party claim alleging: (a) a material breach of this Agreement by EAB; (b) the negligence or willful misconduct of EAB in connection with the performance of its obligations under this Agreement; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligence of EAB in connection with the performance of its obligations under this Agreement; or (d) any failure by EAB to materially comply with any applicable laws, regulations, or codes in the performance of its obligations under this Agreement. **APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF TIPS' ATTORNEYS' FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F). NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS.**

**15. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

**16. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

**17. Vendor's Authorized Resellers.** Vendor may, at its discretion, authorize Authorized Reseller(s) within its Vendor Portal and make TIPS Sales through such Authorized Reseller(s). The remaining terms in this Section are solely If Vendor elects to authorize an Authorized Reseller in the Vendor Portal, the Authorized Reseller(s) may make TIPS Sales to TIPS Members. However, in the event that an Authorized Reseller makes a TIPS Sale to a TIPS Member, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which the Authorized Reseller

is making the TIPS Sale. Either Vendor or Authorized Reseller may report the TIPS Sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

**18. Circumvention of TIPS Sales.** Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

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

**20. Termination.**

- A) Termination for Convenience. Either party may, by written notice to the other party, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to the other party of such termination, and specifying the effective date thereof.
- B) Termination for Cause by TIPS. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Termination for Cause by Vendor. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination by TIPS, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.
- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

**21. Survival Clause.** It is the intent of the Parties that this Agreement applies to any TIPS Sale made during the life of this Agreement even if made on the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases,

service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

**22. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this Agreement, TIPS shall have authority to conduct audits of Vendor's books and records related to TIPS Pricing or TIPS Sales provided that, unless otherwise required by applicable law: (a) TIPS provides thirty (30) days' advance written notice to Vendor; TIPS pays all costs of such audits; (c) audits shall occur at Vendor's principal place of business during Vendor's normal business hours and not more than one (1) time during any twelve (12) month period; (d) Vendor shall have the right to exclude from such inspection any of its confidential or proprietary information, which was not otherwise provided to TIPS under this Agreement; and (e) the results of any audit shall be subject to the confidentiality provisions of this Agreement. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

**23. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded 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. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

**24. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

**25. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

**26. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

**27. 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 through no fault of its own 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. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

**28. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

**29. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this

Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. 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. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

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. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

**30. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

**31. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

**32. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

**33. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of 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 and 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.

**34. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

**35. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

**36. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor.

**37. Marketing.** During the Term of this Agreement, Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts.

**38. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member shall control.

**39. Automatic Renewal Limitation for TIPS Sales.** If an automatic renewal clause is incorporated into a Supplemental Agreement, such automatic renewal clause: (a) shall not include month to month terms with which the TIPS Member must comply, and (b) shall only be valid and enforceable when Vendor received written confirmation of acceptance of the automatic renewal term from the TIPS Member for the specific automatic renewal term. Any Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

**40. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any Supplemental Agreement, that clause must provide that the "Choice of Law" applicable to the Supplemental Agreement shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise.

**41. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any Supplemental Agreement that clause must provide that the "Venue" for any litigation shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise.

**42. Indemnity Limitation for TIPS Sales.** Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any Supplemental Agreement, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

**43. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any Supplemental Agreement, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any Supplemental Agreement, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any Supplemental Agreement containing an "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.



**EXHIBIT A – SAMPLE SUPPLEMENTAL AGREEMENT**



EAB Global, Inc.  
2445 M Street NW  
Washington, DC 20037

**Sample Program Order Form for TIPS Members**

**[TIPS CONTRACT NUMBER]**

Organization: [TIPS MEMBER]

[DATE]

Attn: [CONTACT NAME]

[ADDRESS 1]

[ADDRESS 2]

**Program and Program Fees:**

Organization will have access to the Program services set forth below (the "Services"), which are as described in greater detail in each applicable Program Scope available here:

**[PROGRAM SCOPE]**

During the Program Term, the Services will be delivered in all material respects as described in each applicable Program Scope.

Program Term:	Quantity	Fees
<b>Total</b>		\$ <b>18</b>

The fees offered in this Program Order Form are based on the Program(s) above. Any Fees, unless denoted as one-time, reflect the annual price for each year of the Program Term or any portion thereof (each, a "Year").

This Program Order Form is made pursuant to the Master Agreement available at <https://eab.com/terms/master>, as modified below, which along with the applicable Program Scope(s) which are incorporated herein by reference, form the entire agreement between the parties with respect to the Program(s) (and together with any other applicable agreements or supplements, the "Agreement").

**Invoicing:**

Services will commence on the initial date of the first Program Term (the "Start Date"). EAB will invoice Organization in advance of Services and payment is due within 30 days of the invoice date. Any One-Time Fees will be invoiced at 100% with the Program Fees on the initial invoice of each Year of this Agreement as outlined below.

All Program Fees for the first Year will be billed and due within 30 days of the signature of this Agreement or Start Date, whichever is later. In subsequent years, all Program Fees will be billed and due on or before the start of each Year.

**Modifications to Master Agreement:**

The following modifications are hereby made a part of the Master Agreement:

- Section 12(e), Governing Law, is deleted and replaced with the following:

Governing Law. The Agreement is governed by and construed in accordance with the laws of the State of [TIPS MEMBER STATE], without regard to conflict of laws. The United Nations Convention on the International Sale of Goods does not apply to this Agreement. Each party irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts situated in [TIPS MEMBER CITY/COUNTY] in the State of [TIPS MEMBER STATE] in connection with any action to enforce the provisions of the Agreement, to recover damages or other relief for breach or default under the Agreement or otherwise arising under or by reason of the Agreement.

Each party represents and warrants to the other that the individual signing below on its behalf is authorized to enter into this Agreement and bind such party. The parties agree and acknowledge that any purchase order or other document subsequently provided by Organization with respect to the Programs above that contain additional, conflicting, or different term and condition or otherwise would amend, modify, or supplement this Agreement are unenforceable and shall be deemed null and void.

Please sign this Program Order Form and return it to [NAME] at [EMAIL] to initiate your participation in the Program(s) **no later than** [DATE] (after which fees and terms set forth above are subject to change).

**EAB Global, Inc.:**

**[TIPS Member]:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Alyssa Franklin

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OPTIONAL FOR BILLING PURPOSES ONLY**

Invoices should be sent by EAB to this Email Address: \_\_\_\_\_

Billing Contact Name: \_\_\_\_\_

Billing Contact Email Address: \_\_\_\_\_

Billing Contact Phone: \_\_\_\_\_

Purchase Order No. (if applicable)

TIPS VENDOR AGREEMENT SIGNATURE

FORM TIPS RFP 240101 Technology Solutions, Products, and Services

Vendor Name: EAB Global, Inc.

Vendor Address: 2448 M Street NW

City: Washington State: DC Zip Code: 20037

Vendor Authorized Signatory Name: Alyssa Franklin

Vendor Authorized Signatory Title: VP, Strategy & Operations

Vendor Authorized Signatory Phone: (202) 568-7143

Vendor Authorized Signatory Email: efranklin@eab.com

Vendor Authorized Signature: *Alyssa M. Franklin* Date: 4-30-2024

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: *David Wayne Fitts* Date: 5/14/2024



**240101**

**EAB Global, Inc.**

**EAB Global, Inc.**

**Supplier Response**

### **Event Information**

Number: 240101

Title: Technology Solutions, Products, and Services

Type: Request for Proposal

Issue Date: 1/4/2024

Deadline: 2/16/2024 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**IF YOU CURRENTLY HOLD ANY TIPS CONTRACT IN THE "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CATEGORY, AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION.**

**IF YOU HOLD AN EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE**

**TERMINATED AND REPLACED BY THIS CONTRACT.**

**ALSO IF YOU HOLD ANY OTHER TIPS CONTRACT OUTSIDE OF THE "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CATEGORY WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.**

## **Contact Information**

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

## EAB Global, Inc. Information

Contact: Lauren Isaacs  
Address: 2445 M Street NW  
Washington, DC 20037  
Phone: (202) 266-6774  
Email: eabrfp@eab.com

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

Lauren Isaacs

*Signature*

Submitted at 2/15/2024 08:21:42 AM (CT)

eabrfp@eab.com

*Email*

## Requested Attachments

### Alternate or Supplemental Pricing Documents

Supplemental Pricing Document (EAB).pdf

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

### Vendor Logo (Supplemental Vendor Information Only)

EAB Logo Color - primary logo.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

### Disclosure of Lobbying Activities - Standard Form - LLL

*No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

### Required Confidentiality Claim Form

240101 Required Confidentiality Claim Form (EAB).pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

### Vendor Agreement

240101 Vendor Agreement (EAB).pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Conflict of Interest Questionnaire - Form CIQ

*No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

### Current Form W-9

EAB Global, Inc. W-9 2024.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

## Vendor Agreement Signature Form

240101 Vendor Agreement  
Signature Form (EAB).pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

## Certificates & Licenses (Supplemental Vendor Information Only)

*No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Pricing Form 1

240101 Pricing Form 1 (EAB).xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

## Reference Form

240101 Reference Form (EAB) -  
Confidential and Not Subject to  
Public Disclosure.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

## Pricing Form 2

Pricing Form 2.docx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

## Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Warranties, Terms, and Conditions  
(EAB).pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Supplemental Vendor Information (Supplemental Vendor Information Only)

Supplemental Vendor Information -  
EAB's Product Overviews.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Bid Attributes

### 1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

**2 Historically Underutilized Business (HUB)**

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

**3 National Coverage**

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

**4 States Served**

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response



**5 Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

At EAB, our mission is to make education smarter and our communities stronger. Founded as a higher education best practice research firm in 2007, EAB is composed of several previously independent businesses, through which we have served higher education for four decades. We work with more than 2,500 institutions to drive transformative change through data-driven insights and best-in-class capabilities. EAB has an unparalleled breadth and depth of expertise with the top issues facing colleges and universities. EAB has conducted higher education research since 2007. Today, we support 26,000+ presidents, provosts, chief business officers, chief information officers, enrollment leaders, chief administrative officers, and other members of the executive leadership team. Each year EAB completes 75 major research studies, conducts 5,000+ primary in-depth interviews, and produces more than 10,000 partner-specific research briefs. We have 8,000+ best practices in our research library. Our expertise cuts across all terrains—academic strategy, student experience, finance, fundraising, IT, and more—to support both specific initiatives and overall goals. We believe in supporting our partners through a collaborative, full-service partnership. EAB aims to provide the highest quality of service through our technology so that you can achieve your recruitment, enrollment, student success, and/or advancement goals. This includes the following technology solutions: - Navigate360: Navigate360 is EAB's scalable, enterprise-wide student success CRM, offering a complete set of early alert, intervention, and analytics features for all institutional stakeholders. Its comprehensive framework is designed to establish a Coordinated Care Network across campus offices throughout your institution, aiding in your retention and graduation efforts. Navigate360 is a cloud-based SaaS solution hosted on Amazon Web Services (AWS). It is OS-agnostic and accessible online on any laptop, desktop computer, and mobile device. - Starfish: The Starfish platform brings insight to student data, allowing campuses to take action and serve students proactively. Starfish removes complicated redundancies and barriers to modernize campus, making student intervention easy and integrated. Starfish connects each campus to its students, providing intentional, just-in-time intervention and cohort management throughout their journey. Our technology and services enable campuses to become student-ready, scale student support, and measure results. Starfish is a cloud-hosted SaaS solution hosted on AWS. It is OS-agnostic and accessible online on any laptop, desktop computer, and mobile device. - Edify: Our best-in-class Education Data Platform (EDP), Edify provides a user-friendly and extensible platform to unify and democratize access to institutional data and reporting. It is uniquely comprehensive, purpose-built for higher education, and vendor-agnostic. Edify is a cloud-based data SaaS offering built on Amazon Web Services' (AWS) infrastructure. No additional hardware is required to install or run Edify. - Transfer Portal: EAB's Transfer Portal is a web-based technology platform designed to meet prospective transfer students where they are. Fueled by your SIS and Degree Audit data, the Portal offers prospects credit estimates immediately, recommendations for their best-fit majors, and customized application support to guide them step by step through the enrollment process. The platform also empowers admissions staff to focus on the student outreach that will yield the best results.

**6 Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Jenna Hock

**7 Primary Contact Title**

Primary Contact Title

Managing Director, Partner Development

**8 Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

JHock@eab.com

**9 Primary Contact Phone**  
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).  
Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

**10 Primary Contact Fax**  
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

**11 Primary Contact Mobile**  
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

**12 Secondary Contact Name**  
Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

**13 Secondary Contact Title**  
Secondary Contact Title

**14 Secondary Contact Email**  
Please enter a valid email address that will definitely reach the Secondary Contact.

**15 Secondary Contact Phone**  
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).  
Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

**16 Secondary Contact Fax**  
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

**17 Secondary Contact Mobile**  
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

<b>18</b>	<b>Administration Fee Contact Name</b>
Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.	
<input type="text" value="Ali McKenny"/>	

<b>19</b>	<b>Administration Fee Contact Email</b>
Please enter a valid email address that will definitely reach the Administration Fee Contact.	
<input type="text" value="Amckenny@eab.com"/>	

<b>20</b>	<b>Administration Fee Contact Phone</b>
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).	
<input type="text" value="2022666740"/>	

<b>21</b>	<b>Purchase Order and Sales Contact Name</b>
Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.	
<input type="text" value="Jenna Hock"/>	

<b>22</b>	<b>Purchase Order and Sales Contact Email</b>
Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.	
<input type="text" value="JHock@eab.com"/>	

<b>23</b>	<b>Purchase Order and Sales Contact Phone</b>
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).	
<input type="text" value="2022666488"/>	

<b>24</b>	<b>Company Website</b>
Company Website (Format - www.company.com)	
<input type="text" value="www.eab.com"/>	

<b>25</b>	<b>Entity D/B/A's and Assumed Names</b>
You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.	
In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.	
<input type="text" value="EAB Global, Inc."/>	

<b>26</b>	<b>Primary Address</b>
Primary Address	
<input type="text" value="2445 M Street, NW"/>	

<b>27</b>	<b>Primary Address City</b>
Primary Address City	
<input type="text" value="Washington"/>	

28	<p><b>Primary Address State</b></p> <p>Primary Address State (2 Digit Abbreviation)</p> <p>DC</p>
29	<p><b>Primary Address Zip</b></p> <p>Primary Address Zip</p> <p>20037</p>
30	<p><b>Search Words Identifying Vendor</b></p> <p>Please list all search words and phrases to be included in the TIPS database related to your entity. <b>Do not</b> list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.</p> <p>Student Portal, Transfer Portal, student application, transfer student, peoplesoft, banner, Communication, engagement, lifecycle, risk, success, support, success, advising, advisor, retention, persistence, completion, Predictive analytics, proactive advising, "graduation", career analytics, career outcomes, early alerts, Guided pathways, onboarding solution, on-boarding solution, onboarding software, on-boarding software, school completion, Higher education, college, university, Mobile application, mobile app, advising, advisor, analytics, outcomes, enrollment, "CRM", relationship management, academic planning, degree planning, "enrollment", "scheduling", registration, "one click", Education Academic benchmarking, Academic operations, Analytics, Benchmarks, benchmark, Dashboard, Academic planning, program review, program planning, cost containment, Student Information, "SIS", Continuing Education, Distance Learning, Higher Education, student management, "course scheduling", "course registration", Analytics, Data Management, Data Center, Master Data Management, Business Intelligence, Data Lake, Data Warehouse, Data Governance, Big Data, Business Intelligence, data integration, integration platform, data dictionary, enterprise integration, enterprise data, data platform, data mart, data model, "IPAAS", Degree audit, Degree requirements, Student success, course catalog, Coursework, degree progress, Registrar, Academic Transcript, Transfer articulations, Degree planning, Academic planning</p>
31	<p><b>Certification of Vendor Residency (Required by the State of Texas)</b></p> <p>Does Vendor's parent company or majority owner:</p> <p>(A) have its principal place of business in Texas; <b>or</b> (B) employ at least 500 persons in Texas?</p> <p>Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.</p> <p>No</p>
32	<p><b>Vendor's Principal Place of Business (City)</b></p> <p>In what city is Vendor's principal place of business located?</p> <p>Washington</p>
33	<p><b>Vendor's Principal Place of Business (State)</b></p> <p>In what state is Vendor's principal place of business located?</p> <p>DC</p>
34	<p><b>Vendor's Years in Business</b></p> <p>How many years has the business submitting this proposal been operating in its current capacity and field of work?</p> <p>17</p>

3  
5 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

3  
6 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

**Please read thoroughly and carefully as an error on your response can render your contract award unusable.**

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.***

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

**Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?***

**37 Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

**38 Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

**39 "Catalog Pricing" and Pricing Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

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

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

**4 0 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

**4 1 TIPS Sales Reporting Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

**4 2 TIPS Administration Fee Requirement and Acknowledgment**

**This is a requirement of the TIPS Contract and is non-negotiable.**

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**4** **TIPS Member Access to Vendor Proposal & Documentation**

**3** **This is a requirement of the TIPS Contract and is non-negotiable.**

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

**4** **Non-Collusive Bidding Certificate**

**4** **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This 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 modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves 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;

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

**5** **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor 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.

**4** **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

**6** **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.



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#### **Required Confidentiality Claim Form**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

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#### **Non-Discrimination Statement and Certification**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, 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 federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

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#### **Limitation of Vendor Indemnification and Similar Clauses**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

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**Alternative Dispute Resolution Limitations**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

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**No Waiver of TIPS Immunity**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees

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**Payment Terms and Funding Out Clause**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and 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 applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that 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.

Does Vendor agree?

Yes, Vendor agrees

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**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

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**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

**5 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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**Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

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**Felony Conviction Notice - Texas Education Code 44.034**

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."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- 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 Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

**60 Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

**61 Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

**62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

**63 Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

**64 Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

**6**  
**5** **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

*No response*

**6**  
**6** **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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.

**6** **Suspension or Debarment Certification**

**7**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

**6** **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

**8**

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

**DEFINITIONS**

**Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

**Vendor certifies:**

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

**OR**

**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)



**6** **Certification Regarding "Choice of Law" Terms with TIPS Members**

9 Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7** **Certification Regarding "Venue" Terms with TIPS Members**

0 Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7** **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

1 Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

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**2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), 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 reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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**2 CFR Part 200 or Federal Provision - 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 reserve 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 reserve 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?

**7** **2 CFR Part 200 or Federal Provision - Clean Air Act**

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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 require 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?

Yes, Vendor agrees

**7** **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

**9**

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 require 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 that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

**8 0 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

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 the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

**8 1 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

**8 2 2 CFR Part 200 or Federal Provision - 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 \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

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**2 CFR Part 200 or Federal Provision - 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: (1) 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; (2) 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 these provisions?

Yes, Vendor certifies

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**2 CFR Part 200 or Federal Provision - Rights to Inventions**

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

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

Does vendor certify?

Yes, Vendor certifies

**8 5 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

**8 6 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

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

Does vendor certify?

Yes, Vendor certifies

**8** **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

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

Does Vendor certify?

Yes, Vendor certifies

**8** **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

**8** **2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies



**9 0 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

**9 1 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

**If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

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

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

Does Vendor certify?

**9 2 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

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

Does Vendor certify?

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**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

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**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

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**2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

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**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for 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 you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

**Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.**

Does Vendor certify that it will follow the following affirmative steps? 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.

Does Vendor certify?

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**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

**REQUIRED CONFIDENTIALITY CLAIM FORM**

*(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)*

Vendor Entity Name: EAB Global, Inc.

Vendor Authorized Signatory Name: Jenna Hock

Vendor Authorized Signatory Title: Managing Director, Partner Development

Vendor Authorized Signatory Email: Jenna.Hock

Vendor Address: 2445 M Street NW

City: Washington State: DC Zip Code: 20037

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

*(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)*

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

*(Confirm each bullet point and sign below)*

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: 1

Authorized Signature: Jenna Hock

**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

*(Confirm each bullet point and sign below)*

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: \_\_\_\_\_

## **VENDOR SUPPLEMENTAL INFORMATION**

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

# Supplemental Vendor Information: EAB's Product Overviews

## Navigate360

**Navigate360** is EAB's scalable, enterprise-wide CRM, offering a complete set of recruitment, communication, early alert, intervention, student engagement, and analytics features for all institutional stakeholders. For students, a powerful mobile-native application delivers personalized guidance and self-service tools to empower their student journey from recruitment through graduation. Navigate360 is a cloud-based SaaS solution hosted on Amazon Web Services (AWS). It is OS-agnostic and accessible online on any laptop, desktop computer, and mobile device.

Navigate360 creates a comprehensive student lifecycle approach that enables you to effectively generate enrollments and then provide the support necessary to ensure that those students start strong and stay enrolled through completion.

Today, partners using Navigate360 see typical graduation rate increases of 3 to 15% and an ROI of 5:1. We have an ever-growing library of case studies documenting these successes, and each year 99%+ of Navigate360 partners renew for these results.

## Navigate360 for Recruitment Success

Engage Prospective Students with Navigate360 Before They Apply

### TRACK

#### Prospect Profile

Capture and manage prospects' history through inquiry or bulk list imports, and track activity and funnel progress.

#### Reporting Capabilities

Use purpose-built reports to easily uncover insights about your prospect-to-applicant funnel and answer questions about application statuses.

### COMMUNICATE

#### Campaigns

Engage prospect lists at scale, create targeted outreach campaigns with automated nudging and results tracking, and create student profiles with custom web-to-lead forms.

#### Appointment and Event Management

Connect prospects to events with sophisticated scheduling workflow, bulk outreach requests, and personal availability links.

### COORDINATE

#### Application Manager

Move prospects through the application process with custom templates, direct integrations from other applications, and to-do workflows.



**Cerro Coso Community College's** prospect management strategy was inefficient, with disconnected data and slow follow-ups. After a year with another CRM, implementation remained incomplete. Within 90 days of implementing Navigate360 RM, they streamlined processes, centralizing data for efficient tracking, personalized communication, and improved student service without staff overload.



**100%**

*Increase in inquiries received*



**447%**

*Increase in prospect emails sent without hiring more staff*



**Central Virginia Community College** faced challenges scaling prospect management. Exploring other CRMs, they found none were built with community colleges in mind. In 90 days, they launched Navigate360 RM, piloted an automated inquiry form, and streamlined post-inquiry workflows to enhance student service while improving staff efficiency.



**56%**

*Yield in inquiry-to-applied stage*



**30%**

*Yield in inquiry-to-enrolled stage*

## Navigate360 for Student Success:

All the Tools You Need to Support Student Success in One Platform

### Staff Workflow & Automation

#### Smart Student Profile and Advanced Search

Scalable tools allow for elevated advising conversations and targeted interventions

### Student Engagement Hub

#### Student Success Network, Schedule, and Resources

Essential tools and actionable information, right at students' fingertips via iOS and Android native apps

### Campaigns, Appointments, and Multi-Modal Messaging

Robust tools help advisors and staff proactively plan, execute, and track ongoing advising efforts

### Reporting & Analytics

#### Population Health, Intervention Effectiveness, and Workflow Analytics

Curated dashboards aggregate data on student touchpoints and staff activity, allow administrators to assess the impact of and identify further opportunities for outreach and interventions

#### Coordinated Care Network Cases, and Referrals

Case management tools and shared documentation help cross-campus stakeholders coordinate to deliver better support

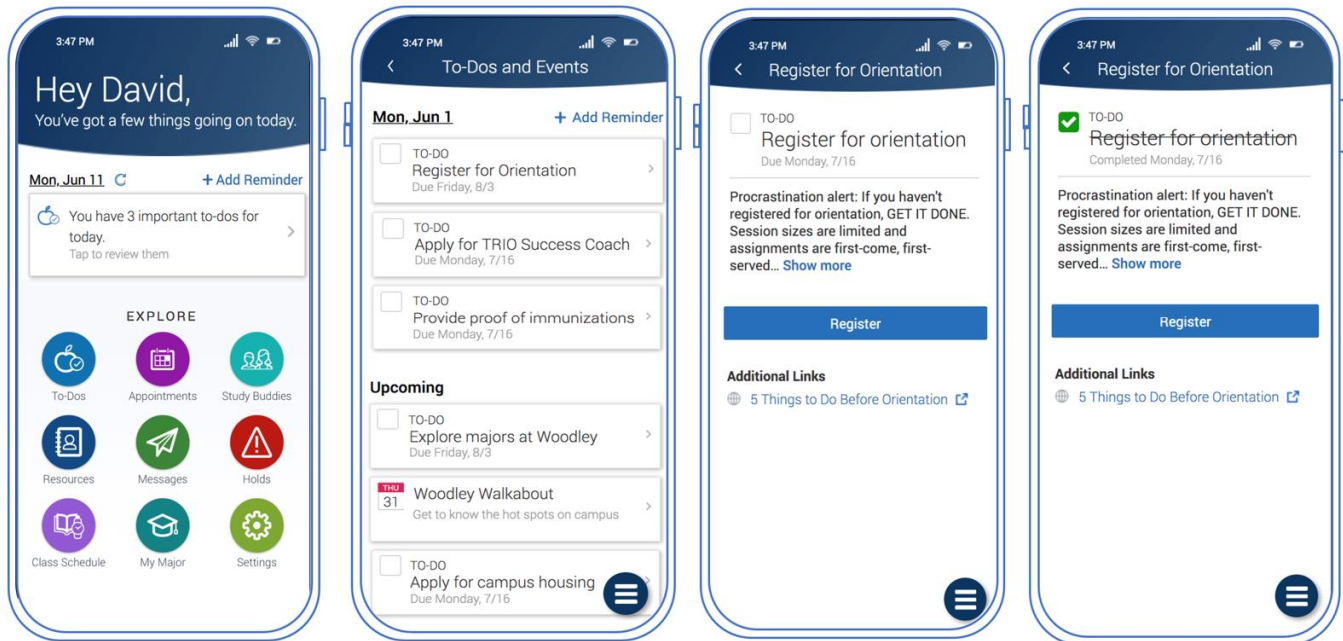
**\$29.4M** Total return on investment from Navigate360 reenrollment campaigns at CSU Fullerton

# Achieving Measurable Results with the Student Success Collaborative

Representative Stories From 850+ Schools

STUDENT OUTCOMES			ACADEMIC PROGRESS		
<p><b>3%-15%</b></p> <p>Potential <b>graduation rate improvement</b> most Navigate360 partners achieve</p>	<p><b>8%</b></p> <p>Improvement in overall retention <i>University of South Alabama</i></p>	<p><b>11%</b></p> <p>Increase in six-year graduation <i>California State University, Fullerton</i></p>	<p><b>0.39</b></p> <p>Average GPA increase <i>Virginia Commonwealth University</i></p>	<p><b>66%</b></p> <p>Increase in Day One registration for spring term <i>Wiregrass Technical Community College</i></p>	<p><b>35%</b></p> <p>Increase in preregistration rate in one year <i>Elizabeth City State University</i></p>
TUITION REVENUE			STAFF PRODUCTIVITY		
<p><b>\$3M</b></p> <p>Additional tuition revenue <i>Georgia State University</i></p>	<p><b>\$5M</b></p> <p>Additional tuition revenue <i>University at Albany</i></p>	<p><b>\$524K</b></p> <p>Additional enrollment fees <i>Cerro Coso Community College</i></p>	<p><b>99%</b></p> <p>Faculty participation in progress reports <i>Samford University</i></p>	<p><b>683%</b></p> <p>Increase in student responses to email <i>Texas Wesleyan University</i></p>	<p><b>100%</b></p> <p>Staff advisor SSC utilization rate <i>Bowling Green State University</i></p>
STUDENT EXPERIENCE			SPECIAL POPULATIONS		
<p><b>237%</b></p> <p>Increase in students applying to national fellowships <i>Howard University</i></p>	<p><b>92%</b></p> <p>Student adoption of EAB's mobile technology <i>Gallaudet University</i></p>	<p><b>96%</b></p> <p>Percentage of students satisfied with advising <i>Trident Technical College</i></p>	<p><b>69%</b></p> <p>Percentage of targeted nursing students who raised their GPA <i>Auburn University</i></p>	<p><b>85%</b></p> <p>Increase in TRIO program enrollment <i>Pueblo Community College</i></p>	<p><b>16%</b></p> <p>Increase in FAFSA applications for new students <i>Pikes Peak Community College</i></p>

## Direct-to-Student Engagement Tools





# Sample of the Analytics and Engagement Tools for Staff and Administrators

## Automated Workflows

**WOODLEY NAVIGATE** Quick Search

### Add Automation

When you activate your automation, we will run your saved search or report at the frequency you specify below. New students who match your criteria will have the automation action applied according to the rules you specify below.

\*Automation Name  
First Gen Bio: Flag for AP Support

#### Automation Configuration

**Automation Conditions**

- IF... Students Match The Criteria In This Search or Report
  - First Gen Credit Completion
- THEN... Take This Action
  - Issue An Alert

Automation Schedule

Specify how long the automation should run. Then choose how often you want to check for new students that match the criteria. Any new students who meet the criteria will be added to the automation and the action will be applied on this schedule. Indicate whether the action should apply only to NEW students added to the automation (one time) or to ALL students included in the automation (recurring).

Automation Duration

How long would you like your automation to run?

\*Start: Oct 12 2022 \*End: Dec 31 2022

Run Automation Every...

## Predictive Analytics

### Population Health

Overview Academic Performance Academic Progress

**Filters:**

Enrollment History: ENROLLED IN: Spring Semester 2020

Total Students: **9,108** Avg. Cumulative GPA: **2.74** Avg. Credit Completion: **82%**

**EAB Insights**  
Interested in Predictive Analytics? Read more about it here and contact your SL about enabling it. [Contact Us!](#)

#### Key Populations

Students with Academic Performance Concerns

- Cum GPA Under 2.0: **2,318**
- Last Term GPA Below Cum GPA: **1,171**
- At Least 1 Missed Success Marker (Grade Below Threshold): **1,811**

## Campaigns

< Back

### Enrollment for Fall 2021

1. Define Campaign 2. Select Recipients 3. Compose Nudges 4. Confirm & Start

#### Compose Nudges

What would you like to say to your recipients? Set up your outreach and follow-up messages. Follow up messages will only be sent to all students in the Campaign. [Learn more about how to improve your click-to-open-rate.](#)

+ Add Nudge

Send Date: 5/10/2021  
Email Subject: Enrollment for (Bsem) is open!  
Email Message: Hello {Student\_fst\_name}, Enrollment for (Bsem) is open from April 1 - April 30...

Send Date: 5/14/2021  
Email Subject: Hey, remember to enroll for (Bsem)!  
Email Message: Hello {Student\_fst\_name}, Just a friendly reminder that enrollment is open! Please remember to...

Timeline

- Name: Enroll in Fall 2021
- Recipients: 1,478 students
- Nudge 1: Enrollment for (Bsem) ... 5/10/2021
- Nudge 2: Remember to enroll ... 5/14/2021

< Back Save and Exit Continue

## Appointment Management

### Scheduling Grid

All Services All Staff

Date Time Time Refreshed today at 01:52 PM Staff

+ Find First Available

#### Appointment Schedule for Aug 18

Open Time Staff Unavailable

	Gabriel Solesse	Jenna Corra	Jack Whitten	Tarak Sumsion
8 AM			Available for Walk Ins	Available for Walk Ins
9 AM				
10 AM				
11 AM				Appointment

## Navigate360 AI Capabilities

We are in the process of developing groundbreaking new AI features that will become available to your institution in the future. These include:

- **Campaign Content Creator:** *Minimize the time spent creating content for your campaigns by using our Campaign Content Creator (CCC).* Leveraging the power of AI and information about your students, CCC will create draft campaign messaging that can be used out of the box or edited to meet your needs, thus simplifying and optimizing one of Navigate360's most powerful features: campaigns.
- **Knowledge Bot:** *Provide students secure access to support, instructions, and FAQs.* The Knowledge Bot uses AI's understanding of natural language and your institution's proprietary content to answer questions in a remarkably effortless way. The Knowledge Bot will significantly reduce the time spent training and tuning chatbots that automate support to students.
- **AI Report Builder:** *Build reports effortlessly with our AI Report Builder.* Using natural language prompts, users can easily create new reports, pivot tables, and charts to interpret your Navigate360 data. Staff will harness the power of AI to visualize data insights from your Navigate360 reports, facilitating human exploration and creativity through rapid iteration and insight visibility.

Generative AI—such as ChatGPT—enables unprecedented **optimization** and **personalization**.

Here's how we're building it into Navigate360.



### Report Builder

Using natural language prompts, easily create new reports, pivot tables and charts that provide visibility into data.



### Student Resource Chatbot

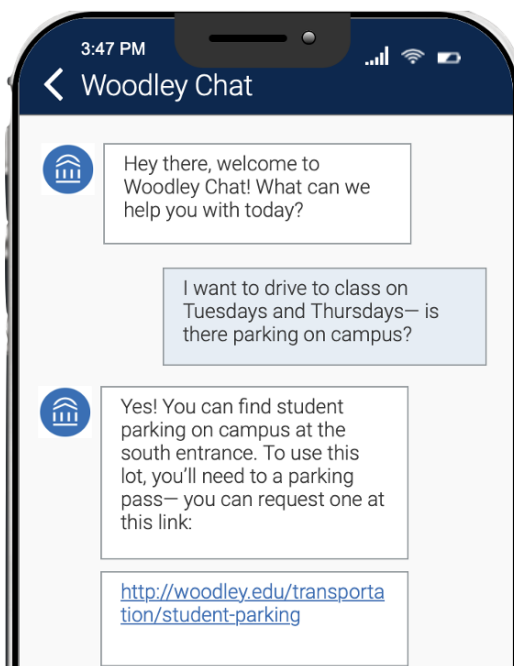
Reduce the time spent training chatbots that effortlessly provide students secure access to support, instructions, and FAQs.



### Campaign Content Advisor

Simplify and optimize one of Navigate's most powerful features, Campaigns, by minimizing the time spent on creating campaign content.

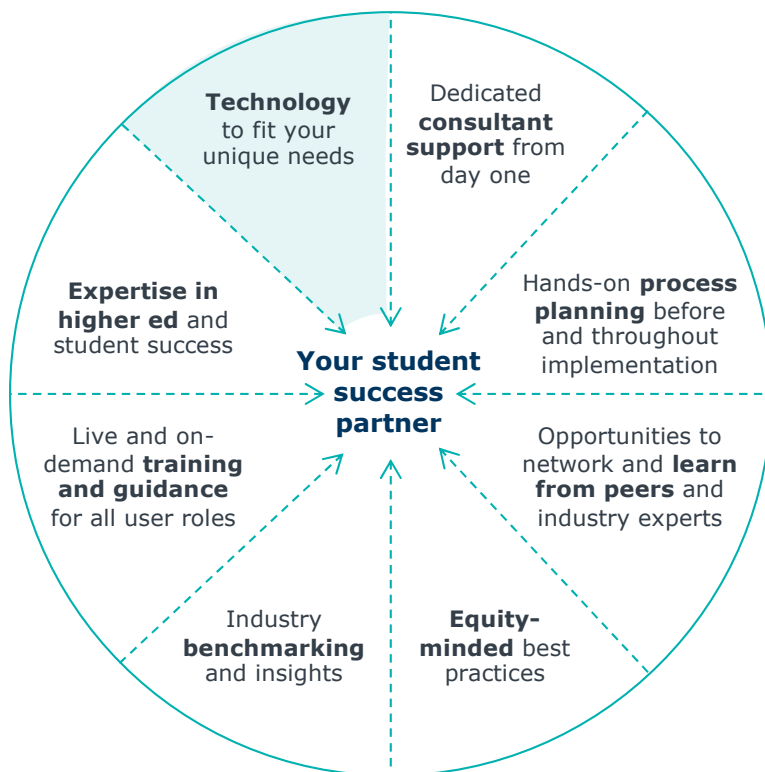
These features are currently in development as part of a **closed beta pilot** that launched in **June 2023**.



What truly sets Navigate360 apart, however, is our unique, three-pronged approach to partnership:

1. **Research:** Everything that EAB does is rooted in research. We have a team of 130+ researchers dedicated to identifying breakthrough practices in student success. We have conducted this research since 2007, and we include a library of 350+ student success best practices with Navigate. This research is ongoing, and it is a significant focus of our organization.
2. **Technology:** Navigate360 was designed from this research to hardwire best practices into the core student success processes of our university partners. From research-backed analyses that pinpoint leverage points for transforming student outcomes to best practices for aligning and automating interventions across service units, we provide a technology that simultaneously informs how to achieve the greatest impact with it.
3. **Consulting:** We do not believe that technology alone is enough to support institutions in transforming their student success outcomes. This is why every Navigate360 partner is paired with a best practice expert who is incented on your success as part of an ongoing consulting partnership. We help our partners evaluate, implement, and assess advising best practices and implement them at scale through Navigate.

### You Need Every Piece of the Puzzle for a Strong Student Success Strategy



### What Makes EAB Different?

“EAB is an industry leader providing data-driven research to optimize student success, to empower students and meet them where they are. **EAB takes all our data and operationalizes it.**”

Navigate is a rich source of data—it’s the strongest tool in my toolbox.”

-ED of Student Success, public university

### Built on Best Practice Research:

- ✓ Redesign your advising org
- ✓ DEIJ
- ✓ Student mental health
- ✓ Connect advising & financial aid
- ✓ Faculty’s role in student success

Access these and 100s of other topics in the **Student Success Best Practice Library** on our website

## Navigate360 Implementation Team

To ensure a smooth and timely launch, we will provide a full team to support implementation consisting of the following roles:

Strategic Leader			
<p><i>Your Navigate360 Project Manager and leader of the overall engagement. The Strategic Leader executes your change-management engagement and drives discussions on the role of Navigate360 within broader student success initiatives to set an overall strategy in collaboration with you.</i></p>			
<p><b>Business Analyst</b></p> <p>Provides technical implementation guidance and maps data files and builds and validates your site. Upon sign-off of the site (i.e., pilot go-live), the Business Analyst no longer directly works with your institution; however, we have a recurring business analyst model in case any later technical needs arise.</p>	<p><b>Data Integration Service</b></p> <p>Complimentary service that provides SIS data extraction and automation services at no additional cost for the first year of our partnership. Performs 85% of the work of technical implementation on the institution’s behalf. This team has extensive experience with the institution’s SIS across implementations.</p>	<p><b>Launch and Implementation Experts</b></p> <p>Oversee Navigate360 customization, design the optimal workflow based on your advising and tutoring practices, and provide best practice recommendations throughout implementation to ensure a successful go live.</p>	

## Navigate360 Implementation Process

Pre-Implementation	Months 1-2	Months 3-4	Months 4-6	Months 7-8	Months 9-12
<b>Kickoff and Planning</b>	<b>Data Gathering and Project Implementation</b>	<b>First Launch: Core Platform, Student Engagement Hub, and Recruitment Success</b>	<b>Second Launch: Institutional Reporting and Analytics</b>	<b>Third Launch: Advanced Student Engagement</b>	<b>Fourth Launch: Historical and Predictive Analytics</b>
<ul style="list-style-type: none"> <li>Engage leadership with project overview</li> <li>Assemble tech team</li> <li>Plan data extraction</li> <li>Review data specs</li> <li>Approve single sign-on</li> <li>Connect to SIS</li> <li>Plan file population</li> <li>Develop strategic project plan</li> <li>Identify key value metrics</li> </ul>	<ul style="list-style-type: none"> <li>Check-in weekly</li> <li>Validate data</li> <li>Load partner data into training platform</li> <li>Finalize user access and custom student attributes</li> <li>Determine pilot/launch timelines</li> <li>Workshop: Project Launch and configurations</li> <li>Process map the student experience</li> <li>Review advising technologies and workflows</li> </ul>	<ul style="list-style-type: none"> <li>Check-in weekly</li> <li>Validate SIS data</li> <li>Validate site data</li> <li>Load partner data into training platform</li> <li>Finalize user access and custom student attributes</li> <li>Determine pilot/launch timelines</li> </ul>	<ul style="list-style-type: none"> <li>Check-in weekly</li> <li>Workshop: Advisor and staff training</li> <li>Determine launch strategy for additional users</li> <li>Rollout to additional users</li> <li>Drive student and staff adoption</li> <li>Ongoing support</li> </ul>	<ul style="list-style-type: none"> <li>Validate placement and co-req/pre-req data</li> <li>Complete API integration</li> <li>Test student registration</li> <li>Sign off and launch course registration</li> </ul>	<ul style="list-style-type: none"> <li>Validate predictive model</li> <li>Share predictive model report with the institution</li> <li>EAB data scientists answer any questions from the institution about the model</li> <li>Predictive model populated in Navigate</li> </ul>

# Starfish

The ultimate purpose of the Starfish Enterprise Success Platform is to help your students succeed. Often, this is accomplished through creating efficiencies and bringing together student success constituents on the institutional side. Starfish continues to grow and develop to best address student needs and risk for a prescriptive and proactive approach. To know why students are at risk and know the appropriate action to take to keep students on their path. To be able to anticipate what resources students may need and put them in front of students before they are in desperate need allows you to help your students avoid potential risk before it becomes a barrier. Students also become an active partner in their own success by easily interacting with Starfish to schedule meetings with individuals and campus services, learning not only what they need to stay on track but who can help them. Student success is our number one priority so we will work to ensure you have what you need to best help your students succeed.

Starfish is a cloud-based SaaS solution hosted on AWS. It is OS-agnostic and accessible online on any laptop, desktop computer, and mobile device. The Mobile-Ready Design makes integration easier with SIS, LMS, Calendar, and third-party systems. All partnerships include a best practice starter tenant to adjust to your specifications with best practices in mind.

Starfish Features	Connect & Engage	Guide & Complete	Insights & Action	Scale & Succeed
Comprehensive platform with separate announcements for faculty/staff and students, customizable banner/menu color, and a Student Folder highlighting inclusive name and pronouns and critical student data	X	X	X	X
Early Alert (flags – manual and automated system-level, kudos, referrals, to-dos with student close capability, student raise-a- hand; success plans, & progress surveys)	X	X	X	X
Holistic communication & proactive advising for current & prospective students (case assignments, cohort management, appointments, meeting outcome notes & flag types, speed-notes, personalized success network, kiosk/virtual kiosk, calendar manager)	X	X	X	X
Direct links & Direct links to Virtual kiosk	X	X	X	X
Mobile Designed Dashboards: Student, Faculty & Staff/Leadership & designated reporting capability	X	X	X	X
Student Surveys (Enhancement to Student Intake Form)	X	X	X	X
SMS Messaging (Text Nudging)	X	X	X	X
Student Intervention Inventory	X	X	X	X
Student-Level Analytics (Student Retention Score)	X	X	X	X
Degree Planner		X		X
Analytics Dashboards			X	X
Strategic Retention Analytics Model			X	X
Strategic Completion Analytics Model			X	X
Institutional Benchmarking			X	X
Filtering (by connection, cohort, attribute, tracking, etc.)	X	X	X	X
Reporting (immediate, via designated admin, and automated nightly upload via File Exporter, S3 Bucket Reporting)	X	X	X	X
Administrative Reporting & Measurement	X	X	X	X
Strategic Leader-Supports and Guides Campus Leadership and Student Success team with efficient usage of technology, best practices guidance, impact reporting, and strategic planning to align to your student success campus goals.	X	X	X	X
Account Management – Partnership and Contractual Support	X	X	X	X
Services Team – Cohort Implementation, Configuration, Training	X	X	X	X

# Helping California Community Colleges Build More Student-Centric Campuses

## Starfish Empowers Holistic Student Support

“Starfish has transformed how our departments work together to provide timely student support. We’ve become **more student-centered** by taking necessary support directly to our students rather than waiting for them to come to us.”



-Dr. Mike Muñoz  
Interim President  
Long Beach City College

“To operationalize our Guided Pathways work at scale, we have leveraged Starfish. It is our **high-tech, high-touch** solution that operationalizes cohort management and **guides students in their journey** to completion.



Dr. Zav Dadabhoy  
Interim President  
Bakersfield College

### Features Designed for Holistic Student Success

- Actionable student profiles
- Personalized success plans
- Case management
- Predictive analytics
- Self-serve student resources
- Referrals, to-dos, and early alerts
- Virtual and on-site kiosks
- Workflow automation
- Intervention inventory and ROI
- Secure data management

### Retaining students is imperative.

Years of easy growth have overemphasized outreach and admissions while overlooking retention, so much so that they are rarely part of the same conversation at most schools. With Gen Z birth rates declining, high school graduates and subsequent college-goers are impacted.

**The time has come to bring student retention back into this conversation.** We appropriately think about student attrition as a manifestation of unfulfilled ambitions, yet we rarely consider the financial impact to the school. For most institutions, student attrition represents a massive annual loss in funding streams.

[Read EAB's Student Success Playbook for recommendations on how to ensure financial sustainability across the next decade](#)

### Student needs are evolving.

For today's students, the traditional model of academic advising is not enough. From career planning and financial issues to mental health and basic needs insecurity, colleges must help students outside the classroom to ensure they complete their degree and achieve their goals.

### Support your students holistically.

**Starfish**, a comprehensive student success platform from EAB, is built on the principles of holistic student success, giving institutions the tools to support students with academic goals and wellbeing across all aspects of their lives.



#### Academics

Enable faculty, counselors, tutors and more to engage students at scale, provide personalized support, and guide students through to meet their goals. Tailor cohort interventions using retention risk analytics.



#### Life

Assess whether students need help with financial, mental health, or basic needs insecurity concerns and connect them with needed resources while protecting sensitive information.



850+

Institutions rely on EAB student success technology to support their students, on- and off-campus



43%

Of California Community Colleges already use EAB technology to power their Guided Pathways



5x

Return on investment most partner institutions achieve through their EAB student success platform



9.5M+

Students supported by EAB's student success technology

## A holistic success solution for the entire campus.



### Align Student and Institutional Goals

Starfish consultants work with institutional leaders to elevate the conversation around student success and build a strategic, sustainable program across campus.



### Develop Effective Initiatives and Strategies

Give faculty and staff access to all support resources in one system. Use analytics to identify which students need extra help. Learn from peers in the Starfish community.



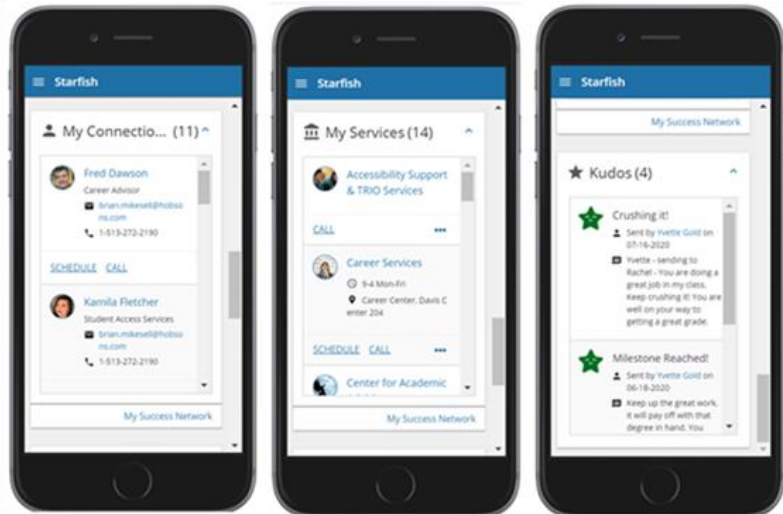
### Unite the Campus Around Student Success

Connect counselors, faculty, and all departments in one student-focused platform. Streamline communication, workflows, and alerts to provide seamless student support.



### Measure Your Impact

With all your student success data in one system, it's easy to measure the impact of your efforts on academic performance, persistence, and graduation for cohorts and populations across campus.

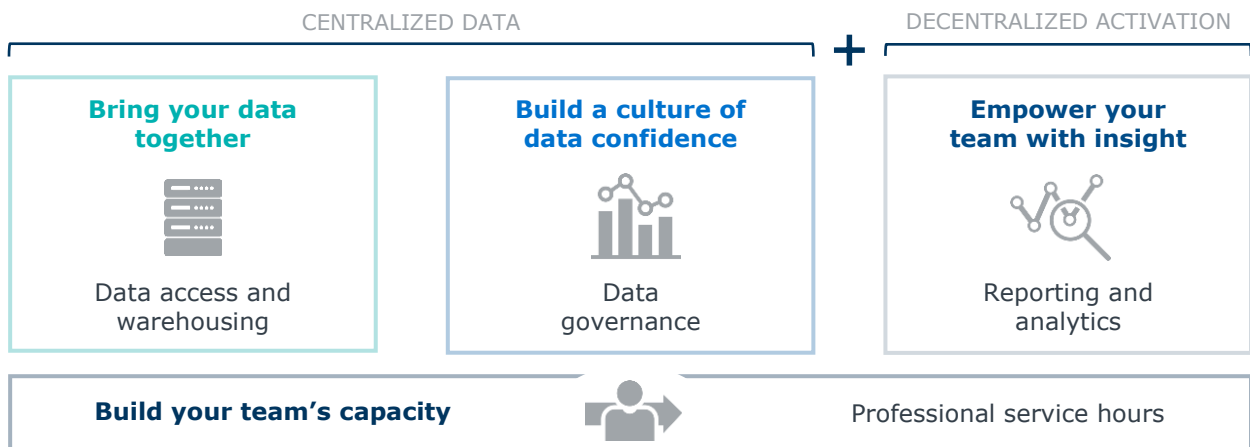


# Edify

EAB has created the first Education Data Platform (EDP), which we call Edify, to stage and organize higher education information in support of data democratization, stakeholder collaboration, and institutional effectiveness. Through Edify, EAB partners with institutions that are on a journey to modernize their data infrastructure. Edify provides a warehousing solution that addresses data governance, data integration, and data analytics holistically.

Edify is a cloud-based SaaS offering built on Amazon Web Services' (AWS) infrastructure. No additional hardware is required to install or run Edify. Edify has serverless and cloud-native capabilities, which allows the application to be highly scalable and resilient to the changing data demands of our partner institutions. Edify is accessible across all current Android and iOS platforms, provided the user's device is compatible with the institution's SSO.

Edify partnership is composed of (1) a **core Education Data Platform** and (2) **Professional Services**. The core Edify EDP is an out-of-the-box cloud-based reporting, analytics, and data warehousing solution that centralizes and unlocks higher education institution data. Edify's Professional Services range from supporting templated analytics to custom projects that broadly enable each of our higher education partner institutions to achieve their goals in a reliable, timely, and cost-effective way.



## Core Education Data Platform

### Data Management Capabilities

**Data Intake:** Out-of-the-box connectors integrate with common higher education systems and databases through an on-premise agent, direct API connections, and additional configurable integration capabilities for other systems.

**Data Build:** Higher education data model organizes data in a vendor-agnostic, business-oriented way. It captures EAB's experience in higher education while maintaining the flexibility to configure and extend warehousing capabilities in the areas unique to your business processes.

**Data Export:** Write free-form SQL queries and create integrations and manage exports that extract and format data to conform to the target application's specifications. Governed, trusted data may be leveraged downstream according to institutional use cases—whether for visualization, analytics, or even systems integration.

### Edify Analytics

Users build reports and dashboards within Edify or using their institution's preferred BI platform. Users can also combine data sources and build custom predictive models.

### API Capabilities

Edify provides RESTful APIs to programmatically control all functional capabilities within the platform.

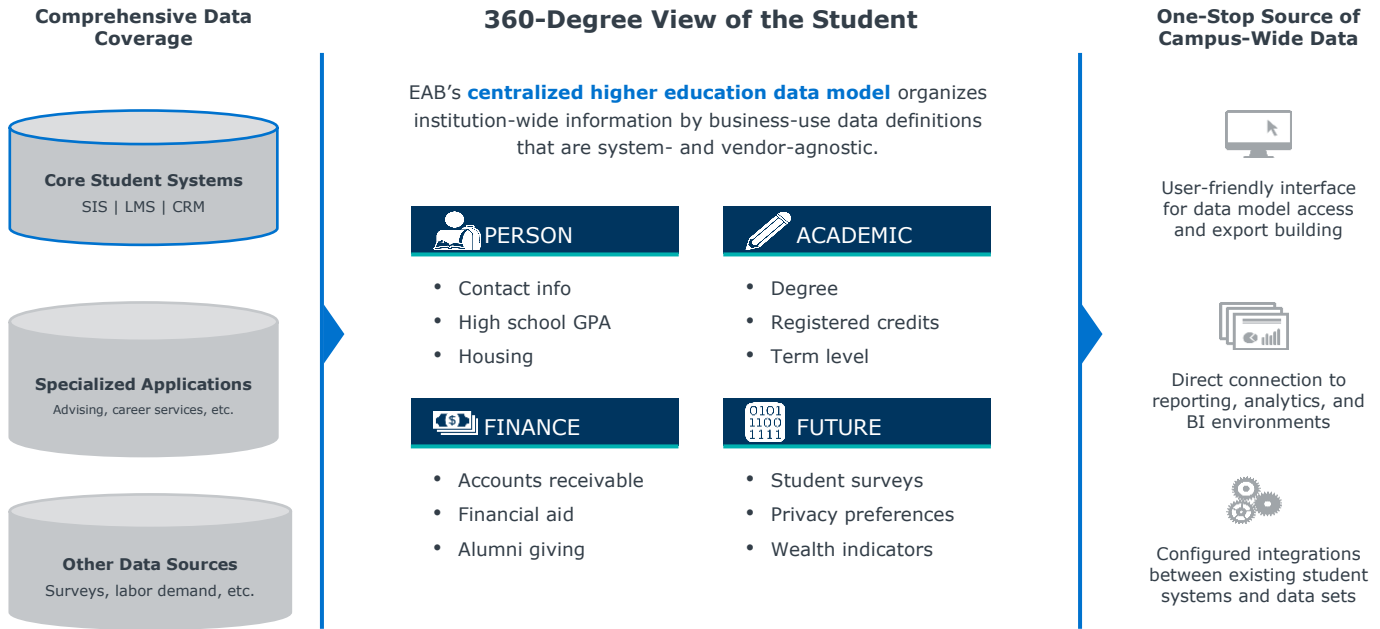
### Administration and Security

Administrative management and security capabilities to manage data and capability permissions and other data process monitoring capabilities.

Within Edify, data may be effectively standardized, defined, and governed by the appropriate stakeholders before being made accessible to data consumers. To build a sturdy data foundation for institutions, Edify creates a single source of truth, then applies that truth throughout your technology ecosystem. Having this breadth and depth of data allows for end-users to engage in sophisticated reporting to answer critical strategic objectives.



## Example: How Edify Centrally Organizes Student Information



### Edify Impact

Institution	Impact	Topics
<b>Oregon Institute of Technology</b>	\$115K year-one savings using Edify for ERP system replacements, all reallocated to student success initiatives	
<b>Utah Tech University</b>	30x faster to build Tableau dashboards from Edify, compared to reliance on underlying Banner system	
<b>St. Ambrose University</b>	\$500K saved by understanding which positions needed to be replaced after a retirement incentive was offered	
<b>University of Montana</b>	1 month of staff time per year saved from staff no longer manually updating dashboards	
<b>John Carroll University</b>	75% reduction in time to make a data change across all systems	
<b>Middle Tennessee State University</b>	252 positions efficiently evaluated by the provost during fall and spring review	
<b>El Camino College</b>	Unlocking 360° views of students for the first time	
<b>Community College of Allegheny County</b>	Delivering longitudinal and actionable student support and attrition analysis	

# Transfer Portal

EAB's dedicated research on transfer enrollment marketing began in 2014 with a national best practices campaign that included 500+ interviews with students, enrollment management leaders, and presidents of two-year institutions. Leveraging examples of best-in-class technology uncovered during the research, EAB developed the Transfer Portal—an innovative, all-in-one tool to guide prospects through the application process and empower transfer admissions staff to focus on highest-impact outreach. The Transfer Portal hardwires customized student support into a technology solution that answers prospects' key questions, captures stealth shoppers' information pre-application, and enables institutions to engage and yield more transfers while scaling their operations. Key features of the Transfer Portal include:

- Unique Self-Service Credit Estimations, Including Progress to Degree
- Unparalleled Major and Career Exploration
- Customizable, Personalized Checklist to Keep Prospects on Track to Enroll
- Consolidated List of Key Institutional Resources
- Innovative Admissions-Facing Dashboard

Rather than create a separate database for institutions to maintain, the Portal sits on top of the existing SIS and degree audit systems at the institution. When a student enters a course, the Portal looks for equivalencies stored in the student information system and runs those against degree rules stored in the degree audit system to determine how the course will count against various degrees. This process minimizes the partner time required to implement the Portal and eliminates version control risks. Students can submit additional courses for review, enabling the institution to identify and close equivalency gaps. When new equivalencies are added to the SIS course equivalency tables, the Portal will update automatically and notify the student. Once a student has entered all of their coursework into the Portal, we can run their credit against multiple degree rules to identify the program where the student is closest to graduating. This insight is hugely valuable in showcasing fastest timeline to degree and reinforcing the value of transferring to students who may be on the fence. No other tool offers robust progress-to-degree functionality to enable students to perform self-service credit estimations and compare multiple pathways.

## Portal Features

### Unique Self-Service Credit Estimations, Including Progress to Degree

- Deep integration with SIS and degree audit systems enables students to estimate their progress to degree by adding their previous college coursework and AP/IB/CLEP exam credits.
- Students receive additional recommended majors for exploration, based on where they stand on their path to graduation.

### Unparalleled Major and Career Exploration

- Detailed program descriptions allow students to explore majors and requirements for best fit.
- Integration with ONET data provides students with information on related careers (including job demand and salary information), reinforcing the value of transferring.

### Customizable, Personalized Checklist to Keep Prospects on Track to Enroll

- A checklist of admissions events and deadlines breaks the application process into manageable steps and allows prospects to track their progress against concrete milestones.
- The checklist is personalized to students based on their target major, enrollment term, and estimated number of credits—this level of individualization allows institutions to present a unique path to all types of transfer students, whether they are ready to transfer today or just beginning to weigh their options for a future date.

- The checklist is also fully customizable, allowing institutions to highlight unique aspects of their recruitment process such as visit days and orientations.

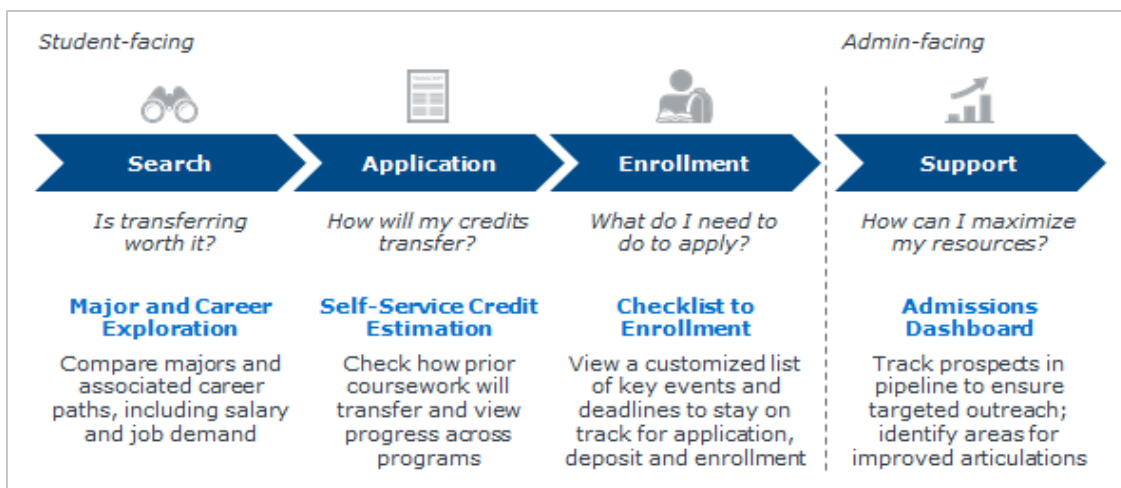
### Consolidated List of Key Institutional Resources

- The consolidated list of institutional resources provides a one-stop shop for prospects to further explore the institution and reach out for any additional guidance.

### Innovative Admissions-Facing Dashboard

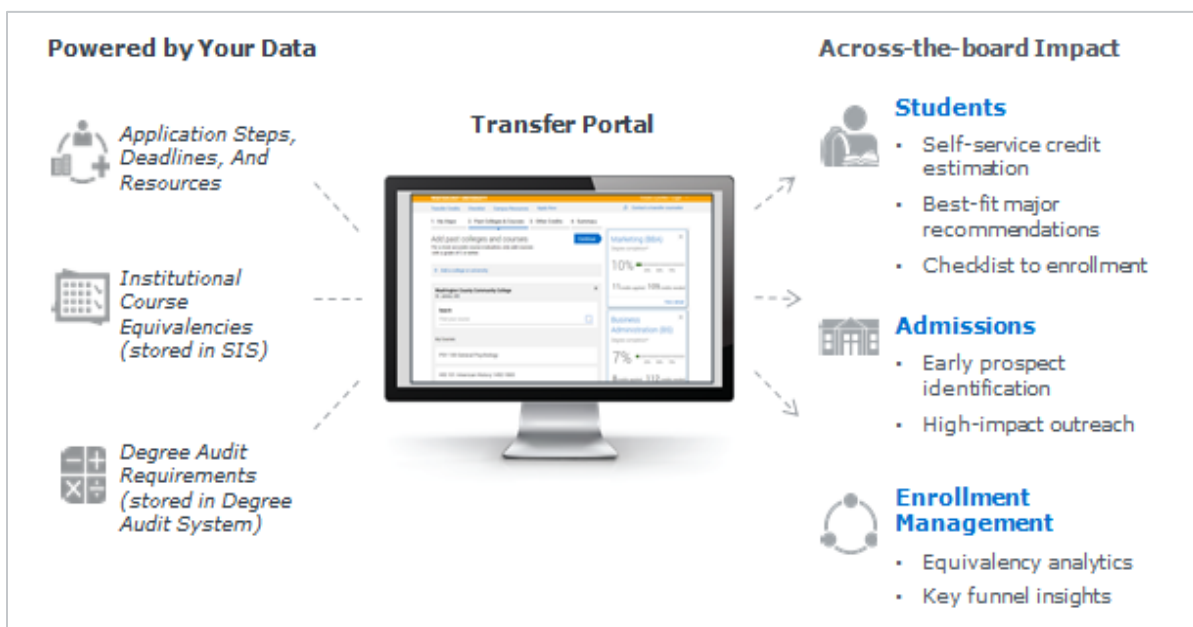
- A robust admissions-facing dashboard allows institution staff partners to monitor Portal usage, identify equivalency gaps, and gather information to inform outreach.
- Admissions counselors can review the crucial demographic and academic information students enter into the Portal to help tailor communications and prioritize recruitment efforts.
- Registrars can track equivalencies submitted for review in the Portal to ensure gaps are closed.
- Through platform usage and pipeline analytics, VP EMs can effectively identify opportunities and obstacles to grow their transfer population.

### Key Features of the Transfer Portal by Recruitment Stage



### System Integration

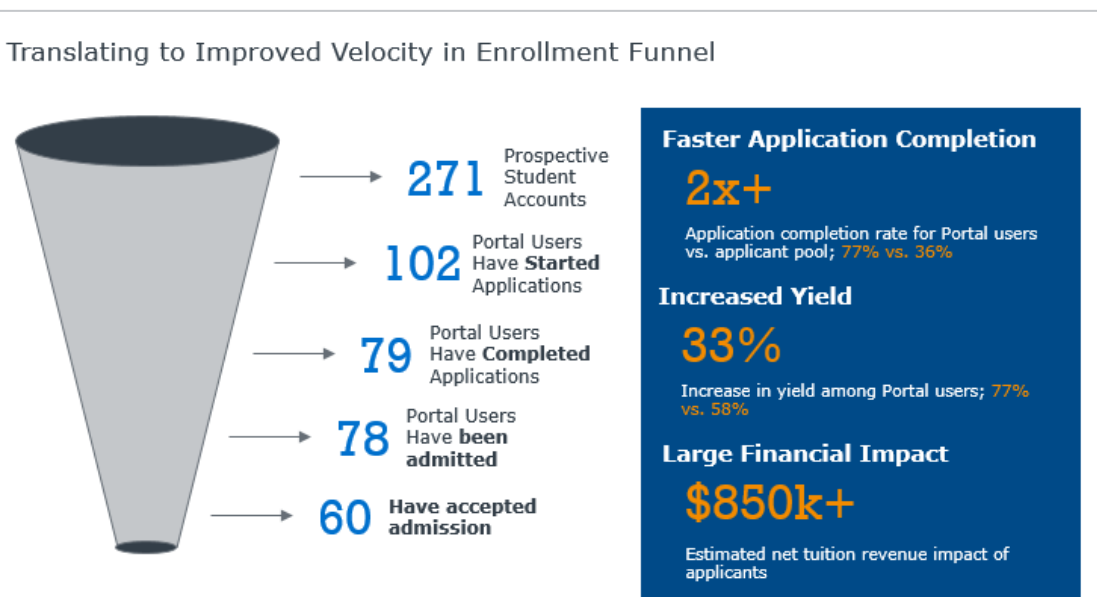
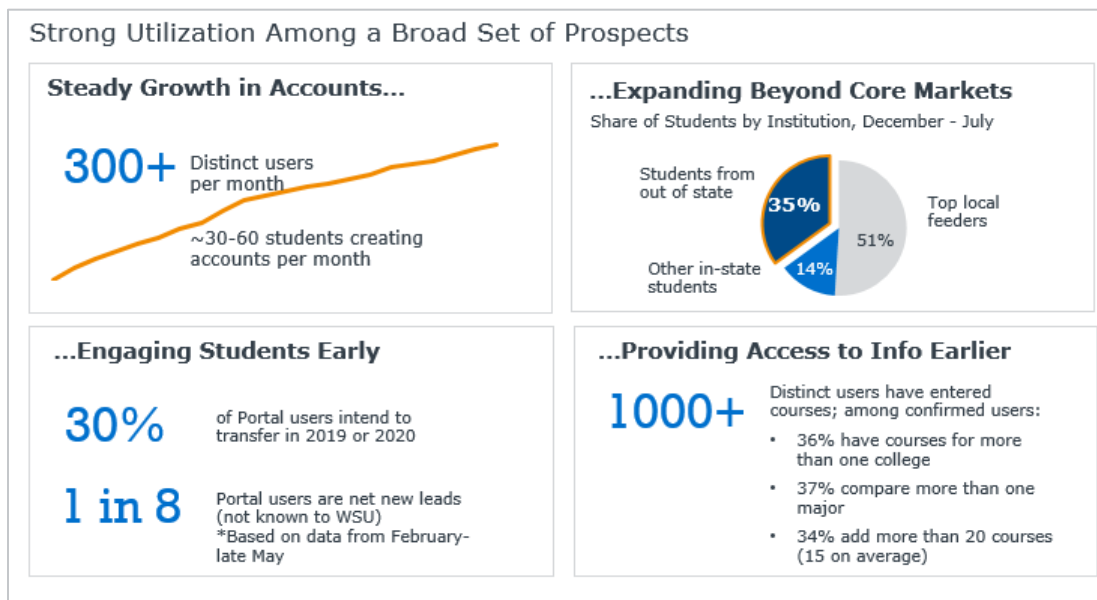
#### Integration with Core Systems Reduces Institutional Burden, Enables Self-service



Rather than create a separate database for institutions to maintain, the Portal sits on top of the existing SIS and degree audit systems at the institution. When a student enters a course, the Portal looks for equivalencies stored in the SIS and runs those against degree rules stored in the degree audit system to determine how the course will count against various degrees. This process minimizes the partner time required to implement the Portal and eliminates version control risks. Students can submit additional courses for review, enabling the institution to identify and close equivalency gaps. When new equivalencies are added to the SIS course equivalency tables, the Portal will update automatically and notify the student. Once a student has entered all of their coursework into the Portal, we can run their credit against multiple degree rules to identify the program where the student is closest to graduating. This insight is hugely valuable in showcasing fastest timeline to degree and reinforcing the value of transferring to students who may be on the fence. No other tool offers robust progress-to-degree functionality to enable students to perform self-service credit estimations and compare multiple pathways.

### Transfer Portal Case Study: Wichita State University

Wichita State University is a doctoral university with higher research activity and about 15,100 students; 48% of its first-time incoming class brings transfer credit with them. They have also been the top transfer destination in Kansas for seven years in a row. WSU's goals were to expand its penetration beyond its immediate geographic market and shore up its local market by improving the process, reaching students earlier, and enabling admissions staff to play a more active role in recruitment. Wichita State launched the Portal technology in February 2018.



The terms contained herein (the “**Terms**”) and any Program Order Form (each, an “**Order Form**”) to which these Terms are incorporated (collectively, the “**Agreement**”) constitute an agreement between the entity to which the Order Form is addressed (“**Organization**”) and the EAB-owned entity listed on the Order Form (“**EAB**”) regarding the program(s) (the “**Program**”) and the services (the “**Services**”) described in the Order Form. Capitalized terms not otherwise defined herein will have the meanings given to them in the Order Form.

1. **Fees and Payment.** Organization will pay EAB fees for the Services as stated in the Order Form. Unless expressly stated otherwise in the Order Form, Organization shall pay EAB within 30 days of receipt of an invoice. Overdue payments are subject to a late payment charge, which is compounded monthly, calculated at the lesser of (x) a rate of 1% per month or (y) the maximum amount permitted by law. Organization will be responsible for all costs and expenses incurred by EAB in collecting any fees or other sums owed by Organization. If Organization fails to pay undisputed amounts in accordance with the Order Form, EAB shall have the right, in addition to any of its other rights or remedies, to suspend the Services, without liability to Organization, until such amounts are paid in full.
2. **Disputed Fees.** If Organization disputes any fees, taxes, or other charges invoiced by EAB, Organization shall notify EAB, in writing, of the disputed amount and provide any relevant information regarding the circumstances of the dispute. The parties agree to work cooperatively to resolve any such disputed amounts. If Organization fails to provide EAB with a dispute notice within ten (10) days following receipt of EAB’s invoice, then such amount is deemed undisputed and due to EAB.
3. **Taxes.** Organization will be responsible for payment of any applicable sales, use, and other applicable taxes, including the value-added tax, and all applicable export and import fees, customs duties and similar charges (other than taxes based on EAB’s income), and any related penalties and interest for the grant of the Services hereunder. If Organization is tax exempt and provides EAB with a valid tax exempt certificate issued by the relevant taxing jurisdiction, EAB will not charge Organization any taxes that Organization is not obligated to pay. Organization will make all required payments to EAB free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to EAB will be Organization’s sole responsibility, and Organization will, upon EAB’s written request, provide EAB with official receipts issued by appropriate taxing authorities, or such other evidence as EAB may reasonably request, to establish that such taxes have been paid.
4. **Organization-Provided Data.** In connection with the provision of the Services, Organization, directly or indirectly (including from an End User (defined below)) may provide or make available to EAB certain data, information, copyrights, trademarks, logos, service marks, specific media (prior to EAB editing), and other intellectual property (collectively, “**O-P Data**”). Organization shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness (including having obtained any necessary consents or third party rights) relating to all O-P Data and the sharing of such data, and EAB does not assume responsibility for unintended, objectionable, inaccurate, misleading, or unlawful O-P Data used in connection with the Services. Unless otherwise required in order to provide the Services, EAB will have no obligation to archive, back up, or, following the term of the Agreement, retain, O-P Data, nor will EAB have any liability for any loss or corruption of O-P Data. “**End Users**” means end users of the Services who are not Personnel, including, as applicable, students and prospective students of Organization. For the avoidance of doubt, visitors to a Platform (as defined below) site other than Organization’s website(s) shall not be deemed to be an End User for purposes of the Agreement, and data collected from such visitors shall not be deemed to be O-P Data for purposes of the Agreement.
5. **Ownership.** Organization hereby grants EAB authorization to use O-P Data to the extent expressly authorized in these Terms. As between the parties, Organization owns the O-P Data. Organization hereby grants EAB a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from, publicly display and otherwise exploit all or portions of the O-P Data: (a) in connection with providing the Services; (b) for internal tracking, reliability testing and research purposes; and (c) in a manner that does not identify Organization for any lawful purpose in EAB’s discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive the termination or expiration of this Agreement. As between the parties, EAB owns all right, title and interest in and to the research, research results, tools, artwork, copy, concepts, methods, analyses, reports, improvements, developments, or other materials or information relating to the Services (including, without limitation, any derivative works from the O-P Data or other materials based on or incorporating O-P Data, except for the O-P Data therein) (collectively, the “**Materials**”), the Services, the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and any derivative works of any of the foregoing. Except as stated in these Terms, no right, license, permission, or interest of any kind in the Services or the Materials is intended to be given, transferred to, or acquired by Organization by the Agreement. Organization is authorized to use the Services or the Materials only to the extent expressly authorized in these Terms. Upon termination or expiration of an Order Form, Organization’s rights to and its use of the applicable Services and the Materials shall promptly cease, except that Organization may continue to use any Materials solely for internal purposes. Upon request, Organization shall return any Materials if the continued use thereof would be prohibited under this Agreement.  
To the extent Organization enrolls in additional EAB programs (each, an “**Additional Program**”), O-P Data collected or processed by EAB may be combined with the O-P Data collected or processed hereby as may be expressly directed by Organization to the extent allowed by law.
6. **Confidentiality; Reference.** Except as required by law or as reasonably necessary in the performance of the Services or as otherwise agreed to by Organization in the Order Form or in a separate writing, EAB will keep confidential any and all O-P Data. Notwithstanding the foregoing, Organization agrees that EAB shall not be obligated to maintain the confidentiality of O-P Data that is known to EAB prior to receiving the O-P Data from Organization or that becomes known (independently of disclosure by Organization) directly or indirectly from a source

other than one having an obligation of confidentiality to Organization or that is independently developed by EAB. Organization agrees that EAB may collect aggregated statistical data regarding Organization's use of the Services and provide such aggregated statistical data to third parties.

The Materials are confidential to EAB and its suppliers, if any. Thus, Organization shall not disseminate to, or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, the Materials by any of its Personnel to any third party without the express prior written consent of EAB. In addition, except as required by law, Organization shall not disclose the fees charged by EAB to Organization to any third party, other than its Personnel or professional services providers (e.g., accountants or legal counsel) who need to know such information in order to provide their respective professional services to Organization and, in each case, are bound by confidentiality obligations to Organization. Organization shall not remove from the Materials any confidential markings, copyright notices and other similar indicia therein and shall not create any derivative works thereof. "Personnel" means a party's officers, directors, trustees, employees, and agents. Notwithstanding the foregoing, a party may disclose O-P Data and the Materials to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party to allow them reasonable time to seek a protective order; or (y) to establish a party's rights under the Agreement, including to make such court filings as it may be required to do.

EAB may use Organization's name on a list of organizations in EAB programs.

7. Limitations on Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EAB OR ITS PERSONNEL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, UNDER ANY THEORY OF LIABILITY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF EAB AND ITS PERSONNEL RELATING A PARTICULAR PROGRAM SHALL NOT EXCEED THE AMOUNT PAID BY ORGANIZATION TO EAB FOR SUCH PROGRAM IN THE 12 MONTH PERIOD BEFORE THE CLAIM, LIABILITY OR EXPENSE WITH RESPECT TO SUCH PROGRAM AROSE, EXCEPT TO THE EXTENT FINALLY JUDICIALLY DETERMINED TO HAVE RESULTED FROM EAB'S BAD FAITH OR INTENTIONAL MISCONDUCT. IN ADDITION, EAB WILL NOT BE LIABLE IN RESPECT OF THE FOLLOWING: (A) ANY DECISIONS MADE BY ORGANIZATION AS A RESULT OF THE PERFORMANCE OF THE SERVICES OR AS A RESULT OF ANY TRANSACTIONS MADE IN RELIANCE UPON ANY OF THE MATERIALS; (B) ORGANIZATION'S MISUSE OF THE SERVICES, THE MATERIALS, OR OTHER DATA PROVIDED TO ORGANIZATION IN CONNECTION WITH THE PROGRAM; (C) ANY CLAIMS BY ANY THIRD PARTY IN CONNECTION WITH O-P DATA OR OTHER INFORMATION UNLAWFULLY DISCLOSED TO EAB BY THE ORGANIZATION.

8. Warranties. EAB represents and warrants that it will provide the Services in a professional and workmanlike manner. Organization represents and warrants that (a) its signatory is authorized to enter into this Agreement and any Order Form on behalf of Organization, and (b) (i) its provision of O-P Data and (ii) its and its Authorized Users' receipt of and access to the Services (including the Software and O-P Data and other data and information made available through the Software) will not violate any of its obligations to third parties or violate any applicable laws, (c) it shall comply with the Children's Online Privacy Protection Act (COPPA) and shall not provide O-P Data to EAB collected by the Organization in violation of COPPA, and (d) it has obtained all necessary third party consents and authorizations to provide the O-P Data and for such O-P Data to be used in the manner contemplated by the Agreement, including consents or authorizations pursuant to FERPA. EAB makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature, or reliability of such O-P Data or any products or services derived therefrom. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE MATERIALS ARE PROVIDED "AS IS," AND EAB MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND THE MATERIALS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT. EAB DOES NOT WARRANT THAT THE SERVICES WILL MEET ORGANIZATION'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND EAB IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
9. Essential Basis of the Agreement. Organization acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in these Terms form an essential basis of the Agreement, that the parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions in the Agreement, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different.
10. Termination. Except as otherwise provided in an Order Form, any Order Form may only be terminated by a party upon written notice to the other party if such other party (a) fails to perform any material obligation required of it under the respective Order Form or the Agreement, as applicable, and such failure is not cured within 60 days of receipt of written notice thereof, or (b) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, and such petition, action or filing is not dismissed within 60 days of such filing, or is adjudicated a bankrupt concern. Upon an undisputed termination pursuant to clause (a) of the preceding sentence by (i) EAB, all fees due to EAB under the Agreement shall promptly become due and payable and (ii) Organization, EAB will waive (or refund, as applicable) a pro-rata portion of any prepaid fees for the Services (i.e., fees due for the Services to be performed after the termination date)

- and, in each case, EAB will be released from any further obligation to provide the applicable Services. For purposes of clarity, solely the Order Form under which or in relation to which a party has failed to perform a material obligation of this Agreement or such applicable document may be terminated; an unaffected Order Form may not be terminated.
11. Independent Contractor; Subcontractors. In performing the Services, EAB acts as an independent contractor and not as Organization's employee or agent. EAB shall have the right to use third parties, including, without limitation, its affiliates, in performance of its obligations and the Services hereunder.
  12. Assignment; Successors. The Agreement is not assignable by Organization without EAB's prior written consent. The Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.
  13. Notice. Any notices under the Agreement shall be in writing and sent by overnight courier, mail, or facsimile. For EAB, notice shall be sent to EAB Global, Inc., Attn: General Counsel, 2445 M Street, NW, Washington, DC 20037, facsimile number (202) 747-1010. For Organization, notice shall be sent to the name and address set forth in the Order Form.
  14. Entire Agreement; Amendment. The Agreement consists only of the Order Form, these Terms and any supplemental terms attached hereto and, once executed and delivered by the parties, supersedes in its entirety all other understandings and agreements regarding the provision of the Services. This Agreement constitutes a legal, valid, binding, and enforceable obligation of each party. In the event of an express conflict between any provision of these Terms and of an Order Form, the provision of the applicable Order Form shall control. EAB reserves the right to modify or revise these Terms at any time and shall post such revised Terms at <http://eab.com/terms/master>.
  15. General. These Terms shall govern and shall take precedence over any different or additional terms and conditions which Organization may have included in any documents attached to or accompanying the Order Form. Any handwritten changes on the face of this document shall be ignored and have no legal effect.
  16. Governing Law; Survival. The Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws rules or the United Nations Convention on the International Sale of Goods. Each party irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts situated in the District of Columbia, in connection with any action to enforce the provisions of the Agreement, to recover damages or other relief for breach or default under the Agreement, or otherwise arising under or by reason of the Agreement. Sections 2 through 28 of these Terms, and any provision of the Agreement that by its nature should survive, shall survive the expiration or termination of the Agreement.
  17. Headings; Interpretations Construction; Severability. The captions and headings used in the Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement. The Agreement shall be construed fairly according to its terms, without regard to the drafter of any provision hereof. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to the Agreement: (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (b) the remaining terms, provisions, covenants, and restrictions of the Agreement shall remain in full force and effect.
  18. Force Majeure. EAB shall be excused from performance of its obligations under the Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, pandemic, strike, embargo, terrorist attack, war, insurrection, or riot or any other cause beyond the reasonable control of EAB. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
  19. Remedies. Except where otherwise specified, the rights and remedies granted to a party under the Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.
  20. No Waiver. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Agreement or to exercise any right under the Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.
  21. No Third Party Beneficiaries. The parties acknowledge that the covenants set forth in the Agreement are intended solely for the benefit of the parties, their successors, and permitted assigns. Nothing in the Agreement, whether express or implied, will confer upon any person or entity, other than the parties, their successors, and permitted assigns, any legal or equitable right whatsoever to enforce any provision of the Agreement.
  22. Counterparts; Facsimile. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed signature page to the Agreement by electronic communication shall be effective to the same extent as if such party had delivered a manually executed counterpart.
  23. Enrollment Services Program Supplement. The Enrollment Services Program Supplement to Master Agreement available at <http://eab.com/terms/ES> and incorporated herein by reference is applicable to any Order Form for any EAB Enrollment Services Program.
  24. Technology Program Supplement. The Technology Program Supplement to Master Agreement available at <http://eab.com/terms/tech> and incorporated herein by reference is applicable to any Order Form for any EAB Technology Program.
  25. Data Processing Addendum. The Data Processing Addendum available at <http://eab.com/DPA> ("DPA") and incorporated herein by reference is applicable to any Order Form for Services if the Processing (as defined in the DPA) of Personal Data (as defined in the DPA) is subject to the General Data Protection Regulation ("GDPR"), only to the extent that (i) Organization is the Controller (as defined in the DPA) of Personal Data and EAB is a Processor of Personal Data, and (ii) the Services involve the Processing of O-P Data related to individual that at the time of Processing is located in a jurisdiction subject to the GDPR.
  26. Agency Program Supplement. The Agency Program Supplement to Master Agreement available at <http://eab.com/terms/agency> and incorporated herein by reference is applicable to any Order Form for any EAB Agency Program.

27. Advancement Marketing Services Program Supplement. The Advancement Marketing Services Program Supplement to Master Agreement available at <https://eab.com/terms/ams> and incorporated herein by reference is applicable to any Order Form for any Advancement Marketing Services Program.
28. Match Program Supplement. The Enroll360 Match Program Supplement to Master Agreement available at <https://eab.com/terms/match> and incorporated herein by reference is applicable to any Order Form for any Global Match or Greenlight Match Program.