

## TIPS VENDOR AGREEMENT

### TIPS RFP 230105 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 (Instructure, Inc.):

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Instructure, 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 (4) 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 will 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.
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 Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor and TIPS Member must include the TIPS Contract Number on all purchase communications and sales documents (including, but not limited to, order forms and purchase orders) exchanged with the TIPS Member. **For the avoidance of doubt, Vendor and a TIPS Member must expressly reference the TIPS Contract Number on the applicable order form and/or other purchase document in order for these terms to apply and payment to be made to TIPS for any TIPS Sales.**
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, if applicable, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer 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 for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer 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 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](mailto: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., or; (3) Vendor will perform Option (1) or Option (2) at least once monthly for all TIPS sales made within the last 30 days, if any. 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 (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment within the quarter 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 offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective June 19, 2023. 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"). Any pricing quoted is subject to a five percent (5%) escalation year over year and an increase in support 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 goods and services through this TIPS Contract if those goods and 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 if any proposed by Vendor, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. 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/Limitation of Liability.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS AND ATTORNEY'S FEES ARISING OUT OF ALLEGATIONS OF INTELLECTUAL PROPERTY INFRINGEMENT, FRAUD, OR WILLFUL MISCONDUCT ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DIRECT DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. THE MAXIMUM LIABILITY OF VENDOR WILL BE THE TOTAL AMOUNT PAID TO VENDOR IN THE PRECEDING TWELVE (12)-MONTH PERIOD FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. UNLESS EXPLICITLY FORBIDDEN BY APPLICABLE LAW, VENDOR IS NOT LIABLE TO TIPS FOR CONSEQUENTIAL, EXEMPLARY,

**INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING UNDER THIS AGREEMENT. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S 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).**

15. Indemnification and Assumption of Risk – Vendor Data. **RESERVED.**
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, TIPS shall provide Vendor with prompt written notice upon becoming aware of any claim subject to indemnification hereunder. Vendor shall pay all amounts set forth in Section 13 and 14 above awarded by a legal tribunal (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. TIPS shall 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.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **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's 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.
19. **Vendor's Authorized Resellers.** Reserved.
20. **Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. 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.

**21. 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.

**22. 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. 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) Vendor's Termination. 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 ten (10) business days, Vendor may terminate this Agreement, in whole or in part, for cause.
- D) Upon termination, 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.

**23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near 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.

**24. 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 TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit of the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

**25. 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.

**26. 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.

- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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. "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. Instructure will provide notice of cancellation and be responsible for notifying TIPS or the TIPS Member via certified mail, return receipt requested, 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 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
- 32. 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.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. 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.
- 35. 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.

- 36. 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.
- 37. 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. Such consent shall not be required where the assignment is to any affiliate or to any surviving entity in a merger, acquisition or in the event of transfer of all or substantially all of its assets so long as the transferee entity assumes all rights, duties and obligations under this Agreement and TIPS receives written notification of the Assignment.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** Reserved.
- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall provide the ordered services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion.
- 41. 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. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies while on TIPS or TIPS Members' premises..

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements in compliance with Instructure's brand guidelines located here: <https://www.instructure.com/about/brand-guide>. Any use of the other party's name and logo or any form of publicity, inclusive of press release, regarding this Agreement by the other party must have prior approval from the affected party 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. . Notwithstanding the foregoing, Vendor shall be allowed to use TIPS and/ name, logo, and non-competitive use details as part of customer lists, so long as it does not state expressly or implies that TIPS endorse Instructure. Furthermore, as a publicly traded company, Vendor may disclose the relationship between Instructure and TIPS in its public filings and disclosures during the term of the present contract.
- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** 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 an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution 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.
- 50. Indemnity Limitation for TIPS Sales.** 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 TIPS 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.
- 51. Arbitration Limitation for TIPS Sales.** 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.

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



## **Instructure Master Terms and Conditions**

The Terms and Conditions applicable to TIPS Members' purchase of the Services are found at the following link:  
<https://www.instructure.com/policies/master-terms-and-conditions>.

**TIPS VENDOR AGREEMENT SIGNATURE FORM**

**TIPS RFP 230105 Technology Solutions, Products, and Services**

Vendor Name: Instructure, Inc.

Vendor Address: 6330 South 3000 East, Suite 700


City: Salt Lake City State: UT Zip Code: 84121

Vendor Authorized Signatory Name: Jeff Ebert

Vendor Authorized Signatory Title: Director, Deal Desk & Pricing

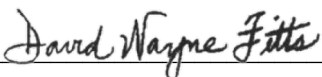
Vendor Authorized Signatory Phone: (800) 203-6755

Vendor Authorized Signatory Email: jebert@instructure.com

Vendor Authorized Signature:  Date: 6/21/2023  
*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

Vendor Authorized Signature:  Date: 6/22/2023



**230105**

**Instructure, Inc.**

**Supplier Response**

### **Event Information**

Number: 230105

Title: Technology Solutions, Products, and Services

Type: Request for Proposal

Issue Date: 1/5/2023

Deadline: 2/17/2023 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 HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.**

**IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS**

**"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES"  
CONTRACT WILL BE TERMINATED AND REPLACED BY THIS  
CONTRACT.**

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 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 OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS,  
PRODUCTS, AND SERVICES" CONTRACT.**

## **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

## Instructure, Inc. Information

Address: 6330 South 3000 East Suite 700  
Salt Lake City, UT 84121  
Phone: (800) 203-6755 x36755  
Toll Free: (800) 203-6755  
Web Address: [www.instructure.com](http://www.instructure.com)

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

Benjamin Bigelow

*Signature*

Submitted at 2/17/2023 11:01:32 AM (CT)

[bbigelow@instructure.com](mailto:bbigelow@instructure.com)

*Email*

## Requested Attachments

### Pricing Form 1

230105 Pricing Form 1 FINAL .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.

### Pricing Form 2

230105 Pricing Form 2 FINAL .xlsx

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.

### Alternate or Supplemental Pricing Documents

*No response*

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 Agreement

230105 Vendor Agreement.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.

### Vendor Agreement Signature Form

230105\_Vendor\_Agreement\_Signature\_Form.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.

### Reference Form

230105 Reference Form.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.

### Required Confidentiality Claim Form

230105\_Required\_Confidentiality\_Claim\_Form.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.

### 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.

## 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.

## Current Form W-9

W-9 2023 (2).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.

## 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.

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

No response

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)

Instructure\_response\_TIPS.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.

## Vendor Logo (Supplemental Vendor Information Only)

No response

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.

## 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.

### 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.

**3 National Coverage**  
Can the Vendor provide its proposed goods and services to all 50 US 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.

**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.

**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.

**7 Primary Contact Title**  
Primary Contact Title

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

**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).

<b>1</b> <b>2</b>	<b>Secondary Contact Name</b> Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Matt Carlson"/>
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<b>1</b> <b>3</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Regional Vice President"/>
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<b>1</b> <b>4</b>	<b>Secondary Contact Email</b> Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="mcarlson@instrucutre.com"/>
----------------------	---

<b>1</b> <b>5</b>	<b>Secondary 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).  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. <input type="text" value="8162253544"/>
----------------------	--

<b>1</b> <b>6</b>	<b>Secondary Contact Fax</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="No response"/>
----------------------	---

<b>1</b> <b>7</b>	<b>Secondary Contact Mobile</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="No response"/>
----------------------	--

<b>1</b> <b>8</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="Accounts Receivable"/>
----------------------	---

<b>1</b> <b>9</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="ar@instructure.com"/>
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<b>2</b> <b>0</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="8002036755"/>
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2 1	<p><b>Purchase Order and Sales Contact Name</b></p> <p>Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.</p> <input data-bbox="97 178 1573 231" type="text" value="accounts receivable"/>
2 2	<p><b>Purchase Order and Sales Contact Email</b></p> <p>Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.</p> <input data-bbox="97 346 1573 399" type="text" value="ar@instructure.com"/>
2 3	<p><b>Purchase Order and Sales Contact Phone</b></p> <p>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).</p> <input data-bbox="97 577 1573 640" type="text" value="8002036755"/>
2 4	<p><b>Company Website</b></p> <p>Company Website (Format - www.company.com)</p> <input data-bbox="97 745 1573 798" type="text" value="www.instructure.com"/>
2 5	<p><b>Entity D/B/A's and Assumed Names</b></p> <p>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.</p> <p>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.</p> <input data-bbox="97 1060 1573 1123" type="text" value="Instructure, Inc."/>
2 6	<p><b>Primary Address</b></p> <p>Primary Address</p> <input data-bbox="97 1218 1573 1281" type="text" value="6330 South 3000 East, Suite 700"/>
2 7	<p><b>Primary Address City</b></p> <p>Primary Address City</p> <input data-bbox="97 1375 1573 1438" type="text" value="Salt Lake City"/>
2 8	<p><b>Primary Address State</b></p> <p>Primary Address State (2 Digit Abbreviation)</p> <input data-bbox="97 1543 1573 1596" type="text" value="Utah"/>
2 9	<p><b>Primary Address Zip</b></p> <p>Primary Address Zip</p> <input data-bbox="97 1701 1573 1753" type="text" value="84121"/>

**30 Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** 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.

Canvas, LMS, Assessment, Data, Learning Management System

**31 Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

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.

No

**32 Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Salt Lake City

**33 Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Utah

**34 Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

12

**35 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?

Yes

**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 that you offer?***

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. 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.

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 that you offer?***

**3  
7** 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?

**3  
8** 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.

3  
9

### "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.

YES

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?

No

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

**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)**

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**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.

**4  
7** 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.

**4  
8** 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 (Yes)

**4  
9** 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 (Yes)

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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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1

**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 (Yes)

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2

**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 (Yes)

5  
3

**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?



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

**4**

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?

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

**5**

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?

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.  
6 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

**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?

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8

**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?

Yes

5  
9

**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.

A. My firm is a publicly held corporation.

**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).

**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?

**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?

**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 with 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.

**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?

**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?

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

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?

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

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?

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

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?



**7  
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?

**7  
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?

**7  
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.

**7 5 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?

**7 6 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?

**7 7 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**

**8**

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?

**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?

**8 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?

**8 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 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?

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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

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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

**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?

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

6

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?

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

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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?

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

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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?

**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?

**9 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?



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**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?

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**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?

**9 3 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?

**9 4 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?

**9 5 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?

**9 6 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.



TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Instructure, Inc  
Vendor Authorized Signatory Name: Jeff Ebert  
Vendor Authorized Signatory Title: Director, Deal Desk  
Vendor Authorized Signatory Email: aprice@instructure.com  
Vendor Address: 6330 S 3000 E Ste 700  
City: Salt Lake City State: UT Zip Code: 84121

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: \_\_\_\_\_

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

**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: \_\_\_\_\_

DocuSigned by:  
*Jeffrey Ebert*  
929AB7BF4E93409...

## **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.



**INSTRUCTURE**

**TIPS**

Texas Region 8 ESC

Instructure Products Offering

**TIPS RFP 230105**

**February 17, 2023**

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# Canvas LMS

## Canvas LMS Overview

Canvas is a single, integrated learning management system that bundles assessments, grading, state standards tracking, messaging, learning analytics, and more – while keeping everything simple, easy, and in one place.

Canvas can be accessed anytime from anywhere, helping teachers engage students, and allowing parents to co-enroll in classes to track assignments and grades. Because Canvas requires no programming knowledge, teachers can easily create, manage, and reuse course content. Generally speaking, teachers, administrators, students, and parents already have the skills they need to navigate, learn, and use Canvas.

Canvas is hosted by Instructure on Amazon Elastic Compute Cloud (EC2) and uses the fully redundant storage resources of the Amazon Simple Storage Service (S3). Canvas is built on cloud-native, multi-tenant architecture capable of automatically scaling to serve tens of millions of users.

Canvas can be accessed from any computing or communications device with Internet connectivity and a compatible web browser, including tablets and smart phones. Instructure guarantees 99.9% system availability and provides full support, rolling updates with no downtime, backups, and data recovery.

With a balance of a consistent, easy-to-use interface and an open platform, institutions can share similar experiences while building integrations, content, and tools like LTI apps to contribute among their peers. Canvas provides an open LTI app center with over 500 apps. These free and paid apps can be added at the course, department, or school level.

Canvas also provides an extensive, open REST (JSON) API that is published publicly. This makes it easy for third-party apps to plug right into Canvas, pull from your data, and push data back in.

## Canvas LMS Features

Feature	Description
Accessibility	Instructure provides a Voluntary Product Accessibility Template, or VPAT, which is a tool that administrators and decision-makers can use to evaluate Canvas'



conformance with the accessibility standards under Section 508 of the Rehabilitation Act and the Act WCAG 2.1 AA Standards.

Analytics

Monitors student engagement, predicts success, and tracks students' learning outcomes and progress by pedagogical goals and desired outcomes

Announcements

Delivered automatically to the course activity stream of all users based on their notification preferences

Assignments

Assignment submissions can include web pages, Word docs, video, audio, slide shows, links, and more

Browser-based

Compatible with Apple Safari, Google Chrome, Microsoft Edge, and Mozilla Firefox

Calendar

Drag-and-drop functionality to schedule and reschedule calendar events, plus automatic event notifications and support for iCalendar standard integrations

Chat

Synchronous text, video, and audio chat

Collaborations

Enable users to collaborate on projects using shared Canvas work spaces and tools such as Google Drive or Microsoft Office365

Conferences

Integrated, synchronous webinars / video conferencing, whiteboard, and live chat

Discussions

Provide asynchronous (and near-synchronous) threaded public discussions, subject posting, and replies, which can be graded

ePortfolios

Students can create an unlimited number of public or private ePortfolios to display and reflect on notable coursework

FERPA & COPPA compliant

Complies with U.S. federal law regarding Family Educational Rights Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA) and gives schools



the tools they need to maintain compliance. See Appendix C for additional information.

Files repository	Hierarchical file folder creation and organization, zip file import and export, file locking, drag-and-drop file reorganization, file renaming, file deletion, and other standard file management functionality
Gradebook	Automatically generated and updated based on course assignments and assessments which are linked with the gradebook and the integrated feedback features
Grades	Assignments and Quizzes can be scored by points, percentages, letter grades, and complete/incomplete
Integrations	Standards-based, pluggable platform for easy integration with a wide variety of external technologies, systems, tools, and services
Learning Outcomes	Learning outcomes can be aligned to rubrics for institution-wide initiatives such as academic standards and accreditation
Mobile Access	Free native mobile apps for Apple iOS and Android.
Modules	Can be thematic, focused on a specific topic, content type, or arranged chronologically to provide a course sequence with support for selective release
Pages	Create flexible, customizable course pages with wiki functionality using the Rich Content Editor
Parent Co-enrollment	Enables parents to keep informed of class activities, school communications, and their child's classwork and learning progress



People	Includes the course roster and contact information for students, instructors, and TAs
Professional Learning	Create opportunities for teachers to learn online and support institution-wide resource sharing
Quizzes	Rich-content, multi-featured, and robust assessment and quizzing system for online exams; supports proctoring, question banks, and extensive question types. Canvas supports IMS QTI and Respondus integrations.
Reports	Can be tailored to show learning outcomes and rubrics that cover multiple courses, departments, or the entire institution
Rich Content Editor	WYSIWYG and HTML editor used to create discussion topics, comments, and replies; supports video and audio, images, tables, math formulas, and URL links
Rubrics	Created from sets of instructor-defined criteria to provide a structured, consistent, and prescriptive framework for assessment
Settings	Instructors can select course start and end dates, preferred language, grading scheme, copyright attribution, public or private visibility, as well as cross-list sections, add users, reorder course navigation, and configure external tools
SpeedGrader™	Enables instructors to step through a set of assignments and, in conjunction with the associated rubric, quickly and consistently grade each submission in just a few clicks
State standards	Enables schools to align course objectives to Common Core/State Standards to meet reporting requirements
Syllabus	Course calendar changes automatically update the course syllabus generated automatically by defined coursework



## User profile

Includes optional user photo, Canvas users can add a bio, website links, and choose which registered services users can see. If the student is a member of a course or a group then their profile page is available to other members of the group., time zone, contact methods, registered web services, and other options



# Canvas Catalog

## Canvas Catalog Overview

Canvas Catalog is a course catalog, registration, enrollment, and payment gateway.

Catalog is designed to fully integrate with Canvas and will provide schools with the ability to build a beautiful and customizable marketplace or storefront for their training courses. Catalog will make it easy for institutions to offer self-registration, self-enrollment, and self-payment options while automatically placing faculty in their Canvas courses, tracking their progress, and rewarding their completion with the appropriate certificates—all without the need for any administrative busywork along the way.

## Canvas Catalog Features

Feature	Description
Full Integration with Canvas	Seamlessly integrates with Canvas and gives Catalog and Canvas a consistent user experience
Branded Marketplace	With full CSS and JavaScript support, Catalog allows institutions to design, label, color, and fully customize their web presence to address your organization's brand, theme, and imaging needs
Multiple Catalogs	Subcatalogs allow institutions to associate specific listings for a department, organization, team, or audience with their own branding and settings
Self-Service Account Creation	Learners can create their own Catalog account to enroll in course listings
Self-Service Course Enrollment	Learners can enroll themselves in open courses without requiring administration work to add students and enroll them



eCommerce Capabilities	Offers self-payment options by integrating with a variety of payment gateways, including Authorize.net, TouchNet, CashNet, and PayPal for course payment processing
Course Bundling	Administrators can create a program by grouping together specific courses. Programs can be made up of requirements, which are catalog courses that users are required to complete.
Certificate Authoring Tools	Catalog provides prebuilt certificate templates and allows customization using HTML and CSS to meet branding and certification needs
Certificate Distribution Tools	Supports certifications based on user-defined requirements on a course-by-course basis and for completion of programs
Discount/Promotion Codes	Ability to create discount/promotion codes for all listing or specific listings
Reporting	Catalog adds to the powerful reporting tools of Canvas by including integrated administrative features for monitoring enrollments, total revenue, discounts applied, and more
Waitlist	Wait list functionality for courses that have reached enrollment capacity. Participants who are on a course's wait list will automatically be enrolled once a spot becomes available
Enrollment Caps	Administrators can limit enrollments to the course on the catalog listing.
Searchable Course Catalog	Catalog's search bar allows users to search by location, instructor, course title, date, free or paid listings, open enrollment listings, listings with certificates, and any other details that are included in the listing description or title



Dashboard

The Catalog Dashboard allows users to view in progress and completed courses, as well as access their transcript of all current and concluded courses and programs.

Mobile Access

Catalog is responsive and will render natively on a mobile device via the mobile web.

## Canvas Catalog Support Packages

Support fees are included in the Canvas Catalog Subscription fee and will match whichever Canvas LMS Support package is currently contracted.





# Canvas Studio

## Canvas Studio Overview

Canvas Studio is an interactive video platform, used to make video learning and management experiences more intuitive, interactive, and collaborative. Studio is a more video-centric, interactive way to approach online and blended learning. Where video-as-a-learning-tool has typically been one-way and passive, Studio makes learning an active, collaborative, impactful two-way street.

Studio will help manage video assets, provide active learning experiences, capture learning analytics, and make teaching and learning with video an active and easy activity.

Studio is easy to implement, and more importantly, simple to use. Studio will save resources and time by giving instructors and administrators the ability to easily measure interaction, while managing vast amounts of digital assets in just one interface.

## Canvas Studio Features

Feature	Description
Accessibility	Studio provides accessible playback, the ability to upload caption files, as well as the ability to auto-caption and allow editing of caption files.
File types	Studio supports the ability to upload nearly any audio or video file.
Cross-device support	Videos uploaded to Studio are transcoded in formats that support playback on multiple devices as well as multiple sizes and resolutions for different speed connections.
Learning analytics	Studio tracks what portions of each video each individual user watches and provides analytics to teachers in one click. Analytics also provide aggregate viewing data.



**Integrated discussion** Users can make comments on videos at specific time stamps - facilitating interaction and discussion about the video contents.

**Embed anywhere** Studio videos can be embedded anywhere using the built-in sharing options. This means that Studio videos can be placed in the LMS, blogs, or on the school website, eliminating the need for other video platforms.

**Webcam capture** Studio allows users to enable their webcams and record a video directly within their browser, using HTML5. Meaning no additional plugins such as Flash or Java are required.

**Desktop recording** Studio allows users to record their computer desktops and save the videos directly to the system.

**Embedded quizzing** Studio allows the ability to overlay quizzes during video playback. When the user arrives at a quiz questions in the file the video will automatically pause and prompt them with the question. The video will automatically resume playback after the answer is submitted.

## Canvas Studio Support Packages

Support fees are included in the Canvas Studio Subscription fee and will match whichever Canvas LMS Support package is currently contracted.



# Canvas Credentials

## Canvas Credentials Overview

Canvas Credentials empowers students through their personal educational journey – Whether they be traditional, non-traditional, career shifters or a little bit of everything in-between. Leveraging Credentials allows higher education, K-12, associations, workforce development, technical training and corporate companies to combine and connect badges from multiple sources into a meaningful pathway for students.

Motivate and engage students with visual, stackable and shareable pathways while empowering them to carry their skills throughout their educational journey. Utilizing EMSI data, Canvas Credentials connects students to real world applications of their skills and progress to visualize their career outlook.

## Canvas Credentials Features

Feature	Description
<b>Badge Creation</b>	With Canvas Credentials you can create an unlimited number of badges, using required and optional data fields.
<b>Badge Awarding</b>	You can award badges directly from Canvas Credentials individually or in bulk via a csv or txt file upload, and your badge recipients can be notified via email.
<b>Backpack</b>	Your students can take advantage of a free, perpetual badge Backpack to store, manage, and share their digital credentials. The Canvas Credentials Backpack can accept badges from any badge issuance organization and any badging platform.
<b>Badge Sharing</b>	Digital credentials from Canvas Credentials can be shared directly from the Backpack via a URL, to linked social media, as a badge for an email signature or website, or as a card for a resume. Shared badges expose the learning opportunities you make available and can contain links to the specific program



pages where students can enroll. Your brand will be prominent on shared badges, so social media impressions generate real marketing value.

### **Badge Verification**

Canvas Credentials's Badgecheck system ensures that badge viewers can verify the badge's authenticity and confirm the recipient.

### **Pathways**

Pathways provide stackable, easy-to-understand visual maps that help students understand where they are and what to do next. Pathways can require badges from third-party issuers and platforms, making it easy to design programs that include industry certifications or training from partners. New learning opportunities are displayed to badge recipients based on the badges they have earned, automatically directing them to the next steps in their journeys. Both badges and pathways can easily integrate into LinkedIn profiles or be shared to other social media for employer discoverability.

### **Pathways Recommendations**

Based on badges already achieved by a student, Canvas Credentials will make recommendations for new possibilities for a student.

### **Canvas Credentials Organizations**

Organization controls in Canvas Credentials let you segment your badge program across multiple Issuers. Each Issuer can have a discrete badge set administered by issuer staff bound by role-based permissions.

### **Issuer Verification**

With Canvas Credentials, each Issuer in your Organization is verified, so badge recipients and badge viewers can be confident in the provenance of each of your Organization's badges.

### **Canvas Credentials Reporting**

Canvas Credentials reports badge awards, most awarded badge classes, and badge shares at both the Issuer and the Organization level.

### **Canvas Credentials Learner Record**

The Learner Record is a student-owned record of college learning experiences and marketable skill development. It lets a student view and share their progress along all the Pathways you've enrolled them in. Badges can stack to Pathways; Pathways stack to the Learner Record.



**QR/Claim Code  
Badge Award**

Canvas Credentials will let your students scan a QR code to trigger the award of a badge, making badges an ideal tool to track experiential learning at on-the-ground courses, conferences, internships, workshops, and other in-person learning activities. Scanned badges can be used in Pathways. When the event or activity is over, students and issuers have digitally verifiable records that can be used as part of stackable learning pathways both inside and outside the LMS.

**Canvas Credentials  
White Label**

A white label site for Canvas Credentials will offer a seamless look-and-feel for all members of your organization.



# Mastery Connect

## Mastery Connect Overview

Mastery Connect is the assessment management system (AMS) that transforms assessment and data cultures in schools and districts by empowering educators to move past simply collecting data to using standards-based data to directly impact teaching and learning in real time.

## Mastery Connect Features

Feature	Description
Mastery Tracker	With Mastery Connect, teachers can effectively assess core standards, monitor student performance, and report student mastery to parents and administrators. The Mastery Connect Mastery Tracker shows student mastery of any set of learning standards in real-time in a visual way. Mastery levels are presented in an intuitive "stop-light" approach. Data enters the Tracker through multiple ways, including online assessments, rubric scoring, or raw scores.
Common assessment creation and sharing	Teachers are able to easily share common assessments to save time and collect common assessment data; these assessments can be in any format, such as multiple choice, open-answer, rubrics, writing, and oral assessments.
Curriculum Maps	Curriculum Maps allow educators to organize their learning standards into units according to their scope and sequence for a course. Additionally, standards-aligned assessments and curricular resources can be included. Maps can be created collaboratively on teams and shared with teachers across a district. Mastery Trackers can be created from the maps to create a standard organization and common pacing among teachers.
Student playlists	Curricular resources can be organized and shared with students through playlists. Teachers can create playlists as a lesson introduction or as a remediation or enrichment opportunity in the classroom.



#### Evidence capture

Learning is not always evidenced through a multiple choice assessment. Teachers can capture photo evidence of learning and easily attach it to a mastery score. Evidence can identify errors in understanding and show growth over time.

#### Resource Pins

With familiar pinning tools, users can easily find resources that have been aligned to both state and Common Core standards from the user community. Teachers can upload the resources to Curriculum Maps and share pins in student playlists.

#### Online learning community

The online learning community is made up of Mastery Connect users, allowing teachers to share resources within their own online Personal Learning Network.

#### Reports

Get real-time information right from the classroom about standards that have been taught and assessed. Teachers can easily compare and collaborate around data-driven by common assessments. Reports are available at every level and for every role: item analysis, class-level performance, standard mastery report, and administrator reports at the school and district levels.

#### Integration capabilities

Data and single-sign-on APIs connect Mastery Connect data to school and district dashboards, student information systems, learning management systems (including Canvas LMS), and data warehouse systems. Mastery Connect allows for data passback, including scores, demographics, and other key information.

#### Grading tools

Mastery Connect assessment tools provide multiple methods to give formative and benchmark/interim assessments and make grading automatic and fast. Scores appear in real-time right in the Master Tracker.

#### Standards-based assessment system

The Mastery Connect assessment management system was designed around the primary goal of tracking student mastery of learning standards by delivering usable standards-based data to educators in real time. This in-the-moment feedback empowers teachers to make informed, data-driven decisions based on



students' mastery of specific standards, so they can immediately impact learning through targeted interventions and self-evaluation.

**Item banks** Mastery Connect delivers standards-aligned items (test questions) from the Mastery Item Banks and other third-party providers. This content allows teachers and administrators to easily access and deliver tightly aligned, vetted items for the creation of standards-based formative and benchmark assessments.

**Item types and item-authoring tools** Teachers and assessment creators have a wide variety of question types to choose from, including multiple-choice, multi-select, dropdown, fill-in-the-blank, hot spot, matching, open-ended (essay), ordering, true/false, and many more. Item authoring tools allow teachers to create their own item types, including technology-enhanced items (TEIs).

**Pre-created formative and summative assessments** Mastery Connect schools and districts may purchase pre-created content such as the Mastery View Formative Assessments and Mastery View Predictive Assessments (predictive benchmarks) to be administered and scored within Mastery Connect.

**Standards-based assessments** Mastery Connect provides assessment tools to build standards-aligned assessments for every grade, subject, and learning style. Whether teachers are searching for teacher-created assessments in our online Assessment Community, developing a common formative assessment with their grade or subject-level PLC, or grading student performance based on their own observations using raw score functionality, Mastery Connect delivers the tools they need to get real-time insight into what their students know and don't know, so they can better target interventions and evaluate their own efficacy.

**Printable bubble sheets** Teachers can easily print plain-paper bubble sheets to quickly score student assessments. Paper-pencil-based assessments are scored in seconds using GradeCam technology within Mastery Connect using any webcam or document camera. Support for scanning of plain-paper bubble sheets is also extended to mobile devices through our mobile Teacher App for both Android and iOS devices.





## Progress Reports

Mastery Connect districts have the ability to create progress reports that pull standards-based data directly from the Mastery Tracker on a specified schedule throughout the school year. These Progress Reports can be shared with students and families.

## Customized report cards

Mastery Connect districts can purchase a customized report card. Standards-based data from the Mastery Connect Tracker along with customizable work habits, attendance, and teacher comments are automatically added to the report card when the term ends. Report cards can be printed or sent digitally to parents or guardians.



# Mastery View Assessments

## Mastery View Assessments Overview

### Mastery View Predictive Assessments

Feature	Description
Online administration and scoring	Assessments are administered and scored online using the Mastery Connect assessment management system.
Customization to scope and sequence	Districts have the option to customize the standards assessed on each Mastery View Predictive Assessments to match their district's common scope and sequence (where available).
Mastery Pacing Guides	The Mastery Pacing Guides provide a state-specific suggested scope and sequence for assessments.
Predictive report	The Predictive Reports indicate each student's expected score on the state assessment score following each assessment administration window.
Standard and blueprint alignment	Rigorous alignment ensures that students are assessed on multiple key state-specific learning standards and closely match the state assessment blueprint.
Final comprehensive	The Final Comprehensive Assessment is given towards the end of a course, covering all standards for that course.
Tools & accommodations	A variety of tools and accommodations, including text-to-speech and paper-pencil administration, can be utilized for students who need additional assessment support.

# Mastery View Formative Assessments

Feature	Description
Online administration and scoring	These prebuilt, expert-developed assessments are administered and scored online using Mastery Connect assessment management system.
Standards alignment	Each collection of ELA and Math assessments are closely aligned to essential standards of each state (availability varies by state and subject)
Single-standard and passage-based assessments	Each math assessment is single standard aligned; ELA assessments may be aligned to 1-3 standards per assessment.
Short-form	Each assessment has no more than 10 items and is meant to take no more than one class period to administer.
DCM scoring	The Diagnostic Classification Model is a proprietary psychometric model which allows fewer test questions while maintaining the high levels of reliability and validity.

# Mastery View College Prep Assessment

Feature	Description
Paper-and-pencil delivery	The Mastery View College Prep Assessment is administered in a paper-pencil format.
ACT Prep	The Mastery View College Prep Assessment is designed to prepare students to take the ACT Assessment.
Quick, predictive results	Results are returned within 72 hours of the test administration; results are shown to accurately predict performance on the ACT test.

Diagnostic data

Data is diagnostic in nature, allowing educators and students to pinpoint areas in need of improvement prior to the ACT Assessment.

Multiple data points

Multiple data points are reported across each subject area.



# Mastery Item Banks

## Features

### Mastery Item Banks (Mastery Item Bank and Mastery Item Bank Supplemental)

Feature	Description
Standards alignment	Each of the 98,000+ high-quality, vetted items are carefully aligned to state standards; coverage in each state varies by subject and number of items. Mastery Item Bank is available in all fifty states and DC; Mastery Item Bank Supplemental is available in select states.
Technology-enhanced items	Tech-enhanced items, similar to those found on end-of-level state tests, are those in which students interact with the item (ie Drag and Drop, Highlight, etc), rather than simply selecting the correct answer in a multiple-choice format.
Filtering	Filtering allows items to be quickly discovered by subject, grade, class/course, and standard; items can be filtered by language, print capability, multi-part, passage inclusion, etc.
Passage items	Passages are any text, picture, video, etc. that are aligned to more than one item; users can filter by passage to see all associated items aligned to the passage.
Spanish-translated & transadapted items	Items may be translated and/or trans-adapted from English items to Spanish items or may be unique Spanish content.
DOK & difficulty information	Metadata for Depth of Knowledge (DOK) and difficulty level are included with each item.

Auto and rubric scoring

Items are either auto-scored or rubric-scored; assessments with auto-scored items will provide a score immediately when the assessment is submitted. Rubric-scored items will be available for teachers to evaluate and score based upon the provided rubric.

Multi-step item development/review process

Items go through an intensive development and review process; all items are developed by content specialists and then thoroughly reviewed through a five-step review process to ensure validity and reliability.



# Elevate K-12 Analytics

## Elevate Overview

### Elevate K-12 Analytics

Feature	Description
Hosted operational data store based on Ed-Fi standards	Underpinning Elevate K-12 Analytics is an operational data store which provides interoperability across systems and stores three years of educational data.
Analytics Visuals	Visuals allow select users to view the charts and dashboards in the Visuals Library. Users can also view visuals shared by their organization and may be able to create a new dashboard.
Analytics Watchlists	Watchlists allow users to track and easily view key metrics for selected groups of students. Watchlists also display links to view individual student information, including their Scorecard.
Analytics Perspectives	Perspectives present information in interactive data widgets that allow observation and tracking of various activities against organizational goals.
Data Explorer	The Data Explorer allows users to dissect information in various ways to better understand the underlying components of data. The Data Explorer initially displays aggregated data for a specified metric. Users can then interact with the data, filtering and disaggregating it so that users can compare, contrast, and apply investigative techniques to make inferences, observe statistical trends, and identify relationships between data.

Student Scorecard Elevate K-12 Analytics student scorecards display overall student data and progress toward metric key performance indicators (KPIs) set by your institution. However, the charts displayed in a scorecard are dynamic.

Use the Scorecard sidebar to manage the scorecard or further analyze student data or metrics using the Data Explorer.

## Elevate Standards Alignment

Feature	Description
Academic Benchmarks repository of standards	The Academic Benchmarks repository contains over seven million machine-readable learning standards; each learning standard is reflective of a robust data model with up to 150 metadata fields. Standards are organized within a hierarchy of data which includes an authority or authoring governing body (i.e. Texas Education Agency), publication (i.e. Texas Essential Knowledge and Skills), document (i.e. English Language Arts and Reading, 2017).
Standards alignment API	The Elevate Standards Alignment (AB Connect) API helps developers and product managers integrate standard data and content alignments into systems, improving discoverability and accuracy.
Derivatives	A derivative standard relationship is created when a state has adopted a set of standards that were derived from another publication, typically from a National authority (i.e. Common Core State Standards). Derivative relationships are defined through data analysis and not limited to political affiliations.
Crosswalks	Curated Crosswalks create relationships among standards created by subject matter experts and share one or more skills; crosswalks enable comprehensive views and comparisons. Crosswalks expedite and maintain alignment of content to multiple states and market segments.



AB GUIDs	The AB GUID (globally unique identifier assigning) is intelligent metadata that is assigned to every element in the database, promoting interoperability.
AB taxonomies	Taxonomic metadata includes topics and concepts, which are organized into key ideas, providing a common vocabulary for describing and tagging learning objects, including assessment content, instructional lessons, supplemental materials, and descriptive skills and objectives.
Client taxonomies	In addition to in-house developed taxonomies, client taxonomies can be supported as an intermediary for both content tagging as well as standards tagging.
Standards browser	The Standards Browser supports an intuitive browsing experience, leveraging the AB Connect API and features example widgets for use within products.
Standards search and alignment	Leveraging Elasticsearch, the AB Connect API supports robust standards searching and content alignment solutions; AP calls enable full functionality within clients' systems.
Taxonomy search and alignment	Using the Elevate Standards Alignment taxonomies, both standards and content can be searched, and alignments can be created between them.
Alignment recommendations	Alignment recommendations are made using standards relationships, intermediaries, and machine learning; these recommendations can be used to expand current alignment to other authorities or maintain alignment when new documents are adopted.
Content search	Tagged content can be smartly searched through the use of the AB Connect API.
Standards management	The system notifies users of new publications or documents within their license; changes to existing documents are tracked for ease of monitoring

and maintenance of alignments. This information is available through the UI and through the API.

Interactive tagging and prediction application

The Alignment UIs enable efficient interactive tagging and alignment prediction review workflows. Flexible options include leveraging direct connection relationships (e.g. relating a Standard to an Asset), indirect references (e.g. relating entities based on mutual relationships with other entities), prediction (when the system suggests a relationship) and through other system derived means.

Multiple alignment solutions and applications/UIs

Elevate Standards Alignment includes a system of both UIs and an API to offer solutions to help manage the ever changing world of standards.

Monitoring and maintenance of the Academic Benchmarks repository of standards assures accurate and up-to-date standards data. Alignments can be easily maintained as changes to learning standards occur. One option is to use AB Connect's prediction algorithms, accessible both through the UIs and the API, which helps maintain alignments based on the content description rather than fixed relationships with specific standards.

Another option is to use the Standards relationships available through the AB Connect API. AB Connect supplies maps from outdated Standards to their replacements as well as other relationships such as Derivatives and Crosswalks.

Workflow/project-management for alignments

Elevate Standards Alignment tools include a project-based system that allows for custom project setup, hierarchical levels of review, and user assignments and tracking.

Configurable reports

Configurable reports allow users to curate, review and format alignment related information created through the UIs, or the API. Multiple report types empower gap analysis, content review, and alignment reporting.

# Elevate Data Quality

Feature	Description
Email Notifications	Assigned users receive email notifications about errors in data and data violations.
Validate data	As part of its certification process, Elevate Data Quality runs a battery of data certification rules each night against the student information system (SIS) and generates Scorecards that display which rules were violated by the data.
Data Prescriptions	User-created information that instructs users on how to rectify certain data errors.
Data Quality Scorecard	Quickly view the number and severity of data validation issues in composite with the Data Quality Scorecard.
Data Sync	Migrate data into the Data Quality module for data certification and validation.

# Impact

## Impact Key Features

Feature	Description
In-app Messaging	Impact provides the ability to send in-app messages to specific user groups anywhere within Canvas to increase tool adoption, proactively deflect support requests, or for general communications from the institution.
Insights: Message Performance	Impact tracks how users engaged with each message.
Support Articles	Impact allows users to get support at any time, directly in Canvas in the form of support articles, institution specific help articles and other media.
Activity Monitor	Impact gives schools the ability to monitor when users interact with elements within Canvas with Tool Adoption Insights showing who has interacted with the elements and how many times.
Campaign	Impact Campaigns allow administrators to intervene with users based on Reporting Insights by sending messages and help articles. Admins can then track how tool adoption and engagement have changed, so they can see how effective their intervention was.
Support Center	Impact provides users with 24/7 contextual and role sensitive self-support directly within Canvas through a knowledge base that includes all of the help items from the Canvas community and the option to fully customize with institutional specific or 3rd party tool resources. Users also have the ability to escalate their support request to the help desk through the Support Center.



## Insights

Impact provides comprehensive insights and data about teacher and student Canvas usage presented intuitive charts built from activity monitors in order to identify areas of low adoption. Admins can take action on this data by launching messaging Campaigns directly from the reporting dashboard.



# LearnPlatform

## LearnPlatform Overview

LearnPlatform by Instructure is the only edtech effectiveness system available to state and local education agencies. The LearnPlatform system helps K12 education agencies efficiently inventory and manage edtech expenditures for digital subscriptions and technology (edtech) being used by their teachers and students, engage in research work with their providers to report evidence of effectiveness that complies with the Every Student Succeeds Act (ESSA), and demonstrate academic return on investment (ROI). Districts and states using LearnPlatform are better equipped to improve student outcomes, equity, teacher retention, and ROI, while ensuring the data privacy and security of their edtech environments.

LearnPlatform is a research-driven edtech management and rapid-cycle evaluation system used by over 400 districts and states serving over 9 million students to improve outcomes while saving time and money. Business process automation and data-rich services equip school districts to organize, streamline, and analyze edtech implementation for improved instructional, operational, and budgetary decision making. Each component of LearnPlatform is based on or built through rigorous research and development. The LearnPlatform by Instructure team developed, piloted, and implemented LearnPlatform with a diverse and representative sample of educators from across the country, and constantly engages stakeholders to continuously improve the most advanced edtech effectiveness system to support technological, instructional, operational, and budgetary goals.

Historically, the evidence that can be rapidly generated via LearnPlatform required general inventory surveys to be sent out to teachers, costly multi-year traditional evaluations, and manual processes that may not be aligned with ESSA, SEER, or other research standards. Understandably, K-12 organizations have been deterred from taking these time-consuming and cost-prohibitive routes. In an effort to modernize, many K-12 organizations make decisions based on limited usage data (such as a subset of login counts), historical purchases, or anecdotes and generalities. Although usage data is a great starting point to generating evidence, it is not sufficient to demonstrate academic ROI as it does not take into account student outcomes, qualitative context on product implementation, and qualitative context on classroom use. As a result, ineffective edtech tools remain in use, sometimes for many years.



LearnPlatform supports K-12 organizations and deepens understanding of the importance of more comprehensive evidence than usage data alone. Features within the platform empower districts with an edtech effectiveness system designed to build this comprehensive evidence base and demonstrate academic ROI. The availability of more comprehensive evidence modernizes K-12 organizations' evidence-based approach to decision making centered around student outcomes and ESSA aligned standards. The LearnPlatform by Instructure team continuously works to support this much needed shift with our state and local partners.

## LearnPlatform Features

Feature	Description
Centralized edtech library	LearnPlatform provides a teacher facing edtech library of digital resources including product details, custom approval and privacy statuses, custom searchable and filterable tags, resources, and SSO launch link.
Administrator management library	Centralized source of truth for administrators to replace difficult to manage spreadsheets. Administrator digital resource management library can help manage internal and/or external facing tags and resources, processes related to edtech vetting and contract renewal, and controls to determine what data should be made available to which audiences.
Parent/community library	Embeddable, mobile-friendly, no login parent and community library of digital resources including product details, custom approval and privacy statuses, custom tags, resources, and SSO launch link.
Privacy insights	In library privacy insights from third-party trusted partners and peer organizations including Project Unicorn, the Future of Privacy Forum, 1EdTech Trusted Apps, Common Sense Educations, and the Student Data Privacy Consortium. Centralized privacy policies and terms of service from edtech providers.

Standardized teacher feedback

Aggregation of structured, actionable educator feedback on edtech tools, including context of use and implementation, via a research-backed grading form and rubric.

Edtech product comparison

Side by side comparison of standardized edtech product feedback including context of use and implementation details provided by educators to support decision-making.

Teacher request workflow

In library request feature that enables teachers to request new edtech tools in their district. The teacher request workflow includes customizable request forms, a reviewer process for consideration of new tools, and an automated communication back to the original requester once a decision is made.

Cost and contract management

LearnPlatform enables district administrators to centrally manage and store cost and contract information in an admin-only view. Features include customizable contract expiration notifications and other date-based triggers.

Resource management and sharing

Administrators can curate LearnPlatform as their central source of truth by centrally manage all resources related to their edtech tools and indicate whether each resource should be visible to administrators, teachers and/or parents.

Provider application workflow

LearnPlatform supports district communication with product providers by allowing them to create or upload applications (data privacy agreements, contracts, etc.) and exchange them with edtech providers in platform. An automated workflow is set up for each application to ensure applications are sent to the appropriate reviewers and decisions are made accordingly.





## Automated workflows

LearnPlatform equips districts with the ability to automate workflows related to both edtech vetting and contract management, bringing key decision-makers together seamlessly.

## Privacy vetting

In addition to the teacher request workflow, provider application workflows, and centralized third party insights, LearnPlatform also allows districts to build a privacy vetting checklist and monitor progress of where an edtech tool is in the process using custom filters.

## Structured pilots

LearnPlatform enables administrators to manage teacher feedback collection for piloted edtech products in minutes and automatically produces an aggregated feedback report to support decision-making.

## Usage inventory of edtech tools

The LearnPlatform Inventory Dashboard enables K-12 education agencies to discover edtech trends and the scope of the edtech tools their students and teachers use, bring unapproved or unmanaged edtech to light, and uncover potential savings or unrealized value from underutilized licenses.

## Research-driven rapid-cycle evaluation

LearnPlatform rapid-cycle evaluation (RCE) is a formative decision-making process that allows administrators to examine what works in their local contexts using real-world data and a cyclical research design conducted within a condensed time frame. The RCE process involves: Developing or refining a research question. Identifying and preparing existing data for analysis. Analyzing data and reporting results. Looking for success points (i.e., subgroups where the edtech product has a positive impact). Deciding on implementation changes based on a review of success points.

## Usage, fidelity, outcomes, cost analysis and reporting to determine Academic ROI

LearnPlatform supports districts in building comprehensive, ESSA-aligned evidence with usage, fidelity, outcomes and cost analyses using the rapid-cycle evaluation process. These reports enable districts in uncovering underutilization of licenses and adjusting/reallocating funds to the most effective tools for their students, identifying needs for



teacher support or training to ensure they are getting the most value from their edtech investments, and identifying gaps in usage and outcomes across identified student groups and taking action/monitoring impact of program changes over time.

Alignment with ESSA standards

LearnPlatform is the only edtech effectiveness system that supports K-12 education agencies in generating the data and information they need to meet ESSA evidence requirements and other reporting requirements.



# Instructure Services

## Adoption Consulting

Whether online, through onsite workshops, or embedded consultants, Adoption Consulting deepens and elevates the use of Instructure products to meet pedagogical goals across an organization by offering customized consultation and targeted coaching. With an aim to increase platform adoption, student engagement, and other specific initiatives, we can tailor both the content and the experience to support your institution.

## Change Strategy

When customers think they know where they want to go, but they aren't sure how to get everyone on board, we can assist them with building their change management competency and/or guide them through the change management process by developing actionable plans to get them to their desired future state. We bring industry best practices and tools to the table to address the people side of change.

## Custom Development

We work with customers to fill gaps in Canvas functionality to 3rd party system integrations. We also build custom software to meet needs of teacher, administrators or other faculty within an organization.

## Custom Learning Services

*Content Services can help you make the transition easier by providing course templates, migration, workshops, and content restructuring. We create custom content including course design, program strategy, animation, video production and translation. We provide instructional design through consultation and content evaluation.*

## Implementation (Consulting)

We provide expert technical consultation to assist customer technical teams in implementing Canvas. Depending on the level of implementation, we can also provide a Remote project manager, Customized project plan, technical expertise, Onsite face-to-face working sessions.

## Instructional Design

Content Services can help you make the transition easier by providing course templates, migration, workshops, and content restructuring. We create custom content including course design, program strategy, animation, video production and translation. We provide instructional design through consultation and content evaluation.

## Migrations

Content Services provides a content migration service to aid new customers in transferring data from a legacy LMS into Canvas. There are four different migration services offered at this time: bulk migrations, Arc video migration, Gauge migration, and white glove cleanup.

## Partners

Through our Canvas Partnerships, we have unique reseller agreements with Big Blue Button (Canvas Conferences), Pronto, and others.

## Technical Consulting

By partnering with clients, the Technical Consulting team aims to achieve our clients' technical goals. Beyond implementation, we offer Onsite Implementation Consulting for onsite support, Data Provisioning for configuring a new SIS integration, Admin Consulting for further assistance after implementation is completed, and the Remote Administrator service to provide a Canvas administrator for your institution. The Remote Administrator will provide administrative management of your Canvas Instance to offload your day-to-day Canvas operations and tasks.

## Templates

Templates help create a consistent look and feel within a course and models Canvas Best Practices for institutions to replicate and learn from. Templates will shorten the adoption time to begin using and feeling comfortable in a new system by giving users a well-built framework.

## Training

Training helps end users learn how to use any of Instructure products (Canvas, Gauge, Arc, White Pages, etc). Customized training can be onsite or online, while subscription training offers a menu of topics given in an online format.



# Terms & Conditions Disclaimer

Instructure has reviewed the form services agreement contained in the solicitation. In the event Instructure is awarded the contract, any legal obligations will be subject to good faith negotiations between the parties as documented in a mutually satisfactory definitive agreement. Instructure will provide standard clauses that reflect the best practices of the cloud-based subscription software industry, including, but not limited to warranties, IP indemnities, confidentiality, limitations on liability, data ownership and compliance with law. A link to Instructure's standard Terms and Conditions is included on Instructure's standard Order Form and can be found here:

<https://www.instructure.com/master-terms-conditions>, which is appropriate given the fully hosted, cloud-based system offered by Instructure. The data and information (including pricing terms) contained herein are for evaluation purposes only and are considered confidential and proprietary. Accordingly, no part of Instructure's proposal response may be reproduced, published or distributed to, or on behalf of, any third parties without the express prior written consent of Instructure.

Instructure considers a solicitation to be the specification of a client institution's functional and technical requirements. Our proposal response is a detailed description of how the Services and Instructure's support and hosting services satisfy the solicitation's requirements. Because the client institution's solicitation and Instructure's proposal response are not structured, organized, or written in terms of rights and obligations of the parties, Instructure does not automatically incorporate those documents into the final contractual agreement. Instructure is, however, open to negotiations to identify relevant portions of the solicitation and the proposal response for the mutually agreed upon inclusion of such portions within the final agreement. Instructure considers a solicitation to be the specification of a client institution's functional and technical requirements. Our proposal response is a detailed description of how the system and education technology platform and Instructure's support and hosting services satisfy the solicitation's requirements. Because the client institution's solicitation and Instructure's proposal response are not structured, organized, or written in terms of rights and obligations of the parties, Instructure does not automatically incorporate those documents into the final contractual agreement. Instructure is, however, open to negotiations to identify relevant portions of the solicitation and the proposal response for the mutually agreed upon inclusion of such portions within the final agreement.





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