

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 (INSERT ENTITY NAME):

(ENTER ENTITY NAME]

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

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

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

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the 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 must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, 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 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. 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.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if 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 upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

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

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

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

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

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

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

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

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer 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, 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. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. 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.** 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, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. 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.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, 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, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 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. TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

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. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor 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 thirty (30) days, Vendor 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.
- 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. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 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 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. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

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

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

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

- 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.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 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 ship, deliver, or provide ordered goods and 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. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 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).**

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

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

Registered Sex Offender Restrictions: For work to be performed at schools, 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.

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

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

- 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 unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at 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. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 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. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 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.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: _____

Vendor Address: _____

City: _____ State: _____ Zip Code: _____

Vendor Authorized Signatory Name: _____

Vendor Authorized Signatory Title: _____

Vendor Authorized Signatory Phone: _____


Vendor Authorized Signatory Email: _____

Vendor Authorized Signature:  _____ Date: _____

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: _____

TIPS Authorized Signatory Title: _____

Vendor Authorized Signature:  _____ Date: 5/11/2023



230105

**UTJ Holdco, Inc. DBA Teaching Strategies,
LLC**

**UTJ Holdco, Inc. DBA Teaching Strategies,
LLC**

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

UTJ Holdco, Inc. DBA Teaching Strategies, LLC Information

Contact: Sayra Hughes
Address: 4500 East-West Highway #300
Bethesda, MD 20814
Phone: (301) 974-7703
Email: sayra.h@teachingstrategies.com

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

Sayra Hughes

Signature

Submitted at 2/4/2023 08:53:55 AM (CT)

sayra.h@teachingstrategies.com

Email

Requested Attachments

Pricing Form 1

TS_-_230105_Pricing_Form_1 (3).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

TS_-_230105_Pricing_Form_2 (2).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

Teaching Strategies Product Guide for Texas 2023.pdf

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

Vendor Agreement

TS - 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

TS - 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

TS - 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

Teaching Strategies LLC W9- 02-2023.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)

IACET Certificate of Accreditation.pdf

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)

Teaching Strategies Terms and Conditions_signed.pdf

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

Supplemental Vendor Information (Supplemental Vendor Information Only)

Teaching Strategies Solutions - Brochures.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)

TS_Logo_K copy.jpg

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.

NO

2 Historically Underutilized Business (HUB)

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

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

No

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

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).

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

13 Secondary Contact Title
Secondary Contact Title

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

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

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

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

18 Administration Fee Contact Name
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.

19 Administration Fee Contact Email
Please enter a valid email address that will definitely reach the Administration Fee Contact.

20 Administration Fee 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).

21 Purchase Order and Sales Contact Name
Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

22 Purchase Order and Sales Contact Email
Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

23 Purchase Order and Sales 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).

24 Company Website
Company Website (Format - www.company.com)

25 Entity D/B/A's and Assumed Names
You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

26 Primary Address
Primary Address

2 7	Primary Address City Primary Address City <input type="text" value="Bethesda"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="MD"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="20814"/>
3 0	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. <input type="text" value="kindergarten, preschool, toddlers, comprehensive curriculum, k-3 assessment, curriculum review process, special education, testing, educational services, instructional materials, curriculum adoption, gifted, instruction, early childhood, assessment, early learning, education, curriculum, professional development, formative assessment, family, social-emotional learning, social-emotional development, character development, training, infants, home visits, parent and school partnerships, school partnership, family connection, parent engagement, family engagement, parent connection, distance learning, hybrid learning, digital curriculum, children's library, back to school, developmentally appropriate curriculum, family mobile app, family partnership program, professional learning library, classroom materials, manipulatives, books, Child Development Associate, CDA credential, CCDF training, Child Care and Development Fund"/>
3 1	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. <input type="text" value="No"/>
3 2	Vendor's Principal Place of Business (City) In what city is Vendor's principal place of business located? <input type="text" value="Bethesda"/>
3 3	Vendor's Principal Place of Business (State) In what state is Vendor's principal place of business located? <input type="text" value="Maryland"/>
3 4	Vendor's Years in Business How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="40"/>

3
5 **Certification Regarding Entire TIPS Agreement**

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

Does Vendor agree?

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

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

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

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing 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?

37 Honoring Vendor's Minimum Percentage Discount

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

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

38 Volume and Additional Discounts

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

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

39 "Catalog Pricing" and Pricing Requirements

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

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

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

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

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

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

0

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 **TIPS Sales Reporting Requirements**

1

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
4 **Non-Collusive Bidding Certificate**

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

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

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

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

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

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

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

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

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

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

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

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

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

4 **Required Confidentiality Claim Form**

7 **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.

48 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)

49 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)

50 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?

5
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)

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

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

When applicable, does Vendor certify?

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

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

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

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

When applicable, does Vendor certify?

**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?

5
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.

B. My firm is not owned nor operated by felon.

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).

N/A

61 Conflict of Interest Questionnaire Requirement

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

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

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

Yes

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

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

Have you uploaded this form if applicable?

Not Applicable

63 Upload of Current W-9 Required

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

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

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing 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.

Yes

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.

N/A

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**

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

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

Does vendor agree?

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

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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?

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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?

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

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

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

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 230105 Technology Solutions, Products, and Services	Teaching Strategies, LLC
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.



You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Fort Worth Independent School District	Olayinka Ojo, Director of Early Learning	olayinka.ojo@fwisd.org	817-814-2450
Kennedale Independent School District	Toya Keas, Instructional Specialist, Early Literacy	keasl@kisdtx.net	817-563-8094
Spring Branch Independent School District	Leslie Marquez, Multi-Classroom Leader for Prekindergarten/Early Childhood	leslie.marquez@springbranchisd.com	713-251-6100
Harlandale Independent School District	Dina Perales, Early Childhood Administrator	dina.perales@harlandale.net	210-989-4525

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: UTJ Holdco, Inc. DBA Teaching Strategies, LLC

Vendor Authorized Signatory Name: Heather O'Shea

Vendor Authorized Signatory Title: Chief Financial Officer

Vendor Authorized Signatory Email: legal@teachingstrategies.com

Vendor Address: 4500 East West Highway #300

City: Bethesda State: MD Zip Code: 20814

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: _____ 

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.



Certificate of Accreditation

The *International Association for Continuing Education and Training* certifies that

Teaching Strategies, LLC

4500 East West Highway, Suite 300, Bethesda, MD

has complied with the ANSI/IACET Standard, which is recognized internationally as a standard of excellence in instructional practices and is authorized to issue the IACET CEU.

Accreditation Begins: 5/1/2019

Accreditation Ends: 4/30/2024

Accreditation Number: 5482580-2



The Only Connected Ecosystem in Early Childhood Education

Research shows that a comprehensive ecosystem is critical to meeting the unique needs of each child. Yet teachers often have to juggle too many disconnected resources, tools, and tasks, making individualized learning nearly impossible. Teaching Strategies helps educators build the foundation for success for each child by connecting content, tools, data, and support of the highest quality through the leading early learning platform.



- ✓ One platform, connected workstreams, alignment to research-based objectives
- ✓ Whole-child curriculum connected to assessment to individualize learning
- ✓ Incorporates all essentials for transformative family engagement
- ✓ Data and reporting to inform instruction and drive program efficacy
- ✓ Intentional support for every professional development need, from beginner to expert


Proven Experience and Leadership in Early Learning



In **270,000+**
classrooms



15
million
children served



63% of the
largest districts
use our products



90% of
Head Start programs
partner with us

Curriculum



The Creative Curriculum®

The Creative Curriculum®

Build children's confidence, creativity, and critical thinking skills with the leading research-based, whole-child curriculum that features a hands-on, investigative learning approach.

for Infants, Toddlers & Twos

for Preschool

for Kindergarten

for Family Child Care



Al's Pals™: Kids Making Healthy Choices

Young children need resiliency now, more than ever. Boost social-emotional learning to prepare children for life's challenges.



MarcoPolo™ for Educators

Enhance your Creative Curriculum classroom with developmentally appropriate, child-led video adventures and hands-on activities.



Classroom Materials



The Essentials Kit

Provide all the right materials with one kit. Ensure each classroom has the essential resources teachers need to guide daily learning experiences and spur investigation.



The Kodo Kit

Energize children and elevate their classroom learning experiences based on their interests and abilities with this unique collection of high-quality classroom materials.



Assessment



GOLD®

GOLD®

Move beyond measurement and drive differentiated, effective instruction. Inform instruction without disruption by embedding authentic, observation-based assessment into each part of your day.

Center Management

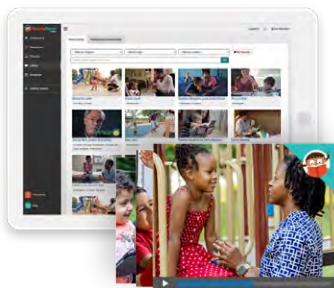


tadpoles®

Tadpoles®

Streamline center management and ensure families stay connected to their children's development.

Family Engagement



ReadyRosie®

Better serve and engage all families with a research-based framework and video modeling to extend and reinforce learning at home.



Family Learning Pack

Family Learning Pack

Revolutionize learning with a learning adventure designed to empower families and children and elevate their role in school readiness, featuring subscriptions to ReadyRosie®, MarcoPolo™ for Educators, and a fun-filled backpack.

Professional Development



Noni™

Create trauma-sensitive, relationship-focused learning environments to mitigate the impact of trauma and adverse childhood experiences (ACEs) on young children.



Professional Development

Professional Development & Coaching

Build and strengthen teacher capacity and professional growth to ensure your program can provide children with the kind of learning environments and experiences they deserve.

Available
in English &
Spanish*



The Creative Curriculum®

for Preschool, Guided Edition

by  Teaching Strategies®

Same Philosophy. Same Approach. **Much More Value.**

For over 40 years, *The Creative Curriculum*® has been supporting early childhood educators in elevating the quality of their classrooms. As a comprehensive, research-based curriculum, it features exploration and discovery as a way of learning.

Centered around 38 research-based objectives for development and learning *The Creative Curriculum*® provides resources and best practices to help teachers promote positive child outcomes through engaging, meaningful, and individualized experiences.

The Creative Curriculum® for Preschool, Guided Edition features the most current research and the embedded guidance teachers need to effectively bring a content-rich, developmentally appropriate curriculum to life in a preschool classroom.



Designed directly from feedback, it offers

- robust embedded coaching and support,
- redesigned studies that last four weeks,
- new and improved foundation volumes and *Daily Resources*,
- more detailed daily guidance,
- stronger connections to assessment,
- enhanced support for dual-language learners, and
- an enhanced digital children's library,
- expanded support for building family partnerships with family-friendly, interactive, investigation playlists and two-way communications,

... making it easier than ever to implement *The Creative Curriculum*® for Preschool.

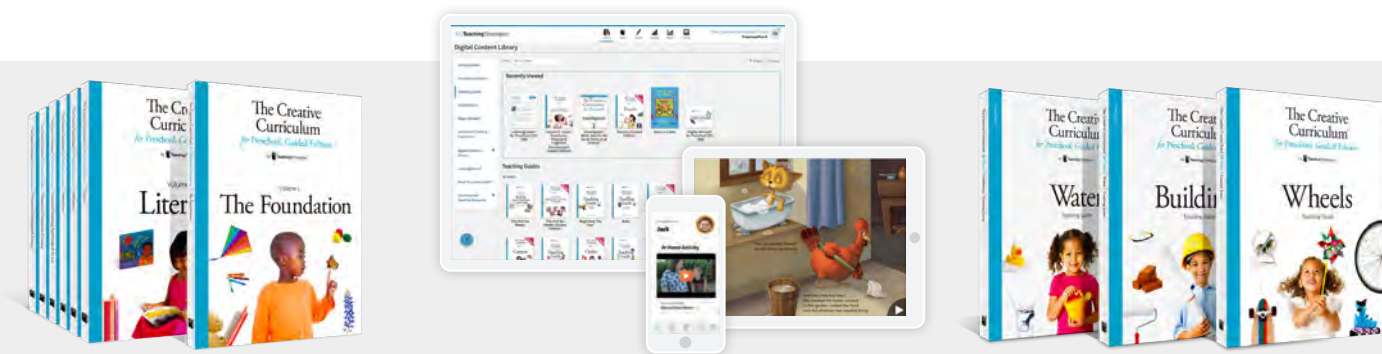


* The Guided Edition print kit is available for purchase in English or Spanish bundles.

Implementing a new curriculum is often hard, but it doesn't have to be.

Support for every moment of every day.

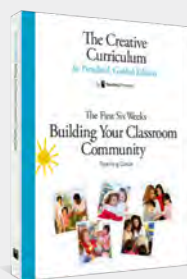
The Creative Curriculum® for Preschool, Guided Edition includes high-quality daily resources that give teachers embedded support for individualizing instruction to meet the needs of every learner. This comprehensive collection provides the guidance needed to successfully engage children in meaningful project-based investigations.



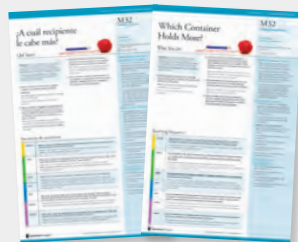
7 Foundation Volumes. Discover the research, best practices, and strategies needed to create a high-quality classroom experience, including a new volume on social-emotional, physical, and cognitive development.

The Creative Curriculum® Cloud. Access to all English and Spanish curriculum resources, powerful planning tools, seamless communication and engagement with families, embedded micro-learning, and a professional learning community all in one place allows teachers to spend more quality time with each child.

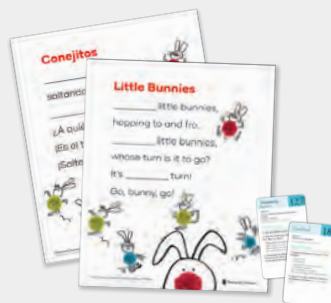
8 Four-Week Studies and Digital Photo Library. Additional *Teaching Guides* provide daily guidance with embedded best practices and support to effectively engage children in meaningful investigations of balls, buildings, water, wheels, trees, clothes, exercise, and reduce, reuse, recycle. A digital photo library provides access to images to support each study topic.



First Six Weeks Teaching Guide. With a focus on creating a nurturing classroom community that fosters social-emotional development and learning, this *Teaching Guide* provides support to help teachers be successful from the very start.



251 Intentional Teaching Experiences (bilingual). These focused and meaningful learning experiences include guidance for individualizing instruction for children at all development levels and strategies for supporting multilingual learners.



100 new Mighty Minutes® and 20 Dry-Erase Posters. New *Mighty Minutes®* featuring dry-erase posters make it easier than ever to turn every in-between time into a meaningful learning opportunity.

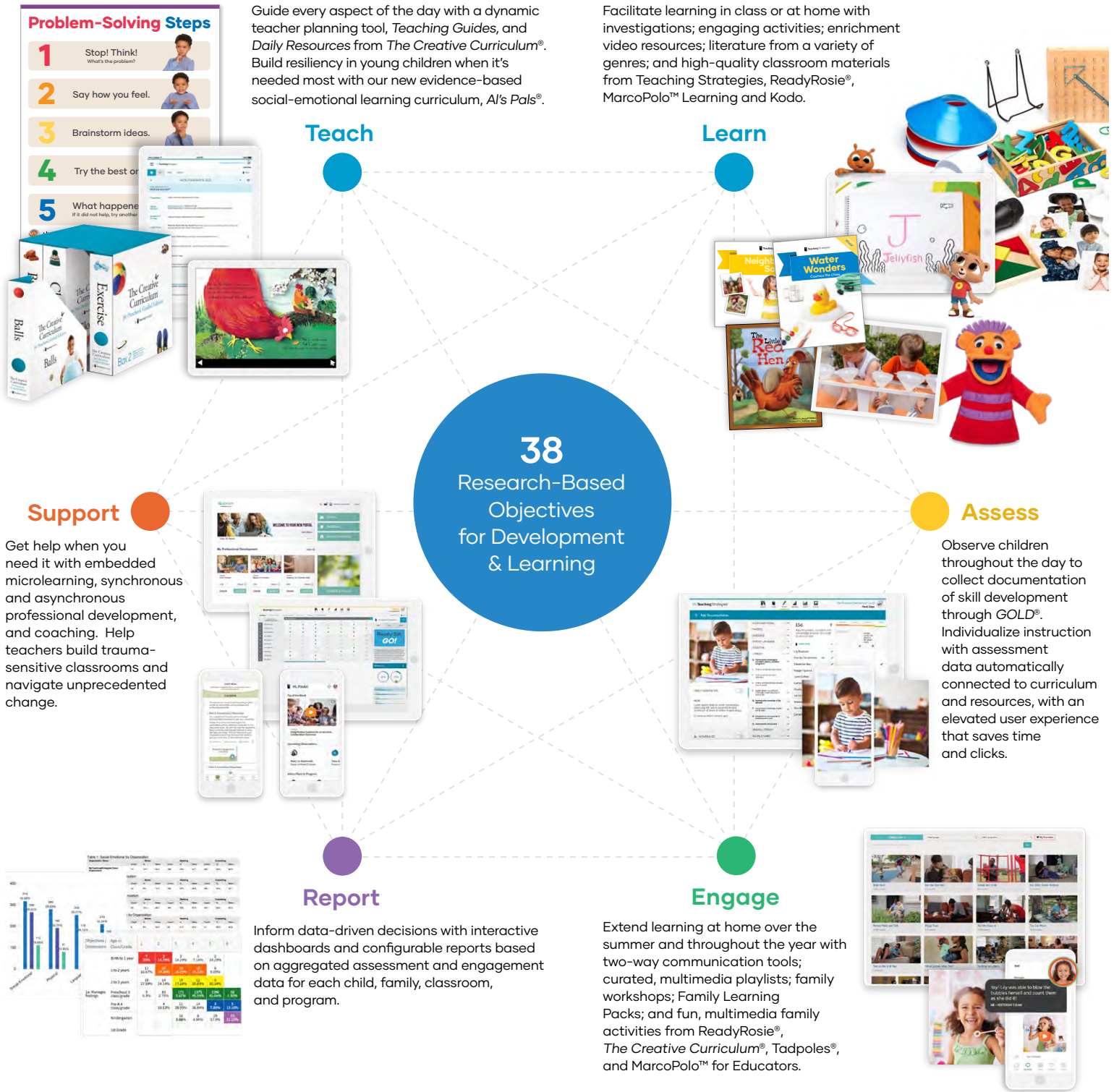


73 children's books and 20 Book Discussion Cards™. High-quality children's books, including an enhanced digital children's library, promote literacy and language skills, and corresponding *Book Discussion Cards™* provide strategies and guidance for effective repeated read-alouds.

Bring *The Creative Curriculum® for Preschool* to your program with an option that is right for your teachers.

To learn more, please call **855-448-4352**, or visit teachingstrategies.com/preschool.

Connect the dots to individualize learning with one platform, connected workflows, and content and tools of the highest quality.



Learn more, visit TeachingStrategies.com or contact your early learning expert at 1-800-637-3652.

The Creative Curriculum® for Infants, Toddlers & Twos

The Foundation



3 Volumes

Daily Resources



Intentional Teaching Experiences (151 cards; bilingual)



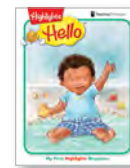
Resource Organizer



Book Conversation Cards™ (24 cards)



Mighty Minutes® for Infants, Toddlers & Twos (100 cards; also sold separately)



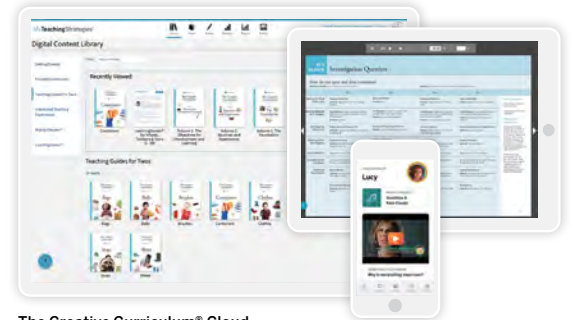
Highlights Hello™, Classroom Set (24 books)



Highlights Hello™, 2 Family Sets (48 books)



The Creative Curriculum® LearningGames® for Infants, Toddlers & Twos (100 English, 100 Spanish; digital access only)



The Creative Curriculum® Cloud

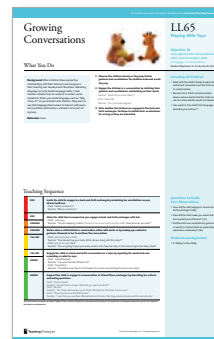
Access to all English and Spanish curriculum resources, powerful planning tools, seamless communication and engagement with families, embedded micro-learning, and a professional learning community all in one place allows teachers to spend more quality time with each child.

The Creative Curriculum® Expanded Daily Resources for Twos*

Have a twos program? To complete your Infants, Toddlers & Twos curriculum, Expanded Daily Resources for Twos* provides more resources to nurture children's natural curiosity with hands-on study explorations.



10 Teaching Guides and 1 Getting Started Guide



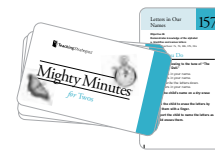
Intentional Teaching Experiences (50 cards, bilingual)



Highlights Hello™, Classroom Set (12 books)



Book Conversation Cards™ (12 cards)



Mighty Minutes® for Twos (100 cards)



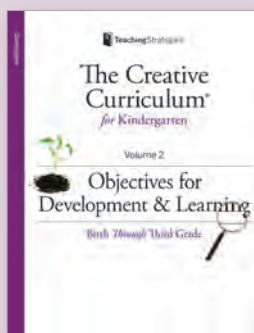
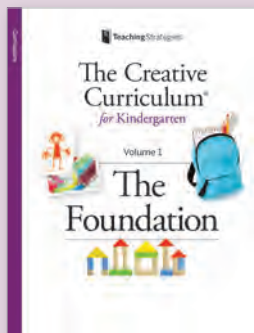
*The Creative Curriculum® Expanded Daily Resources for Twos is available as a separate, complementary purchase.



The Creative Curriculum® for Kindergarten

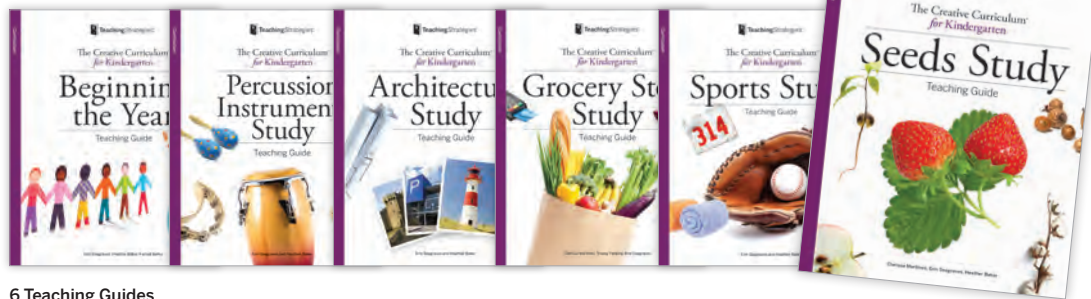


The Foundation



2 Volumes

Daily Resources



6 Teaching Guides



Intentional Teaching Cards
(201 cards, bilingual)



Children's Book Collection
(30 fiction books, 12 nonfiction books)



Highlights High Five Bilingüe™
(12 issues)



Resource Organizer



Book Conversation Cards™ (12 cards)



Book Discussion Cards™ (18 cards)



GOLD® Kindergarten Entry Assessment Survey



3-Step Instruction Cards (20 cards)



Mighty Minutes®
(100 cards; also sold separately)



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The Creative Curriculum® Cloud

Access to all curriculum resources, powerful planning tools, seamless communication and engagement with families, embedded micro-learning, and a professional learning community all in one place allows teachers to spend more quality time with each child.

CKCS071822

To learn more, please call **855-448-4352**, or visit [TeachingStrategies.com/Kindergarten](https://www.teachingstrategies.com/Kindergarten).



The Creative Curriculum® for Kindergarten

When children investigate, discover, and play—they learn.

Teachers now have a research-based, whole-child-focused approach to project-based learning in the kindergarten classroom. Through project-based investigations of science and social studies topics that integrate literacy and mathematics concepts, kindergarten teachers can encourage children to think critically, problem solve, and connect ideas.

The Creative Curriculum® for Kindergarten is designed to:

- build upon children's natural curiosity by encouraging learning through meaningful and purposeful play;
- provide structure and guidance for every moment of the day;
- support all essential areas through 38 research-based objectives for development and learning;
- align to early learning guidelines in each state;
- support differentiated instruction; and
- encourage the development of social-emotional skills, such as resolving conflicts, regulating emotions and behaviors, and working collaboratively.



The Creative Curriculum® *for Infants, Toddlers & Twos*

**Expanded daily support, guidance, and inspiration
for teachers and caregivers of the youngest learners**

For nearly two decades, *The Creative Curriculum® for Infants, Toddlers & Twos* has supported teachers and caregivers as they create responsive daily routines and meaningful learning experiences for the youngest learners.

The curriculum takes that support even further, combining three comprehensive volumes that explain theory, research, and best practices for providing responsive teaching and caring for very young children with daily practice resources that help educators individualize the routines and experiences they offer. This rich collection of resources helps teachers and caregivers put knowledge into practice and foster children's learning and growth in all areas.



Daily Instructional Tools

With *Intentional Teaching Experiences*, *Mighty Minutes®*, *Book Conversation Cards™*, *Highlights Hello™* books, and more, *Daily Resources* offer detailed guidance for providing intentional, responsive care and teaching during every part of the day.

Research-Based Objectives

Thirty-eight objectives for development and learning at the curriculum's core enable teachers and caregivers to focus on what matters most for very young children.

A Focus on Routines and Experiences

The curriculum offers support for using daily routines to nurture children's curiosity; help them feel secure; and create a language-rich environment full of warm, loving interactions. Plus, it includes guidance for engaging children in meaningful experiences, including playing with toys, imitating and pretending, enjoying stories and books, creating with art, and more.

The Creative Curriculum® Cloud

enables teachers to spend more time with every child by putting the daily resources at their fingertips, offering guidance and support along the way, and providing the ability to communicate what's happening in their program with children's families.



The Creative Curriculum® for Family Child Care, Third Edition



Comprehensive support and guidance for developing high-quality family child care programs.

For over 25 years, **The Creative Curriculum® for Family Child Care** has helped early childhood educators like you provide exceptional care that is nurturing, intentional, and responsive to individual children's strengths, needs, and interests. Now, there is new daily support from the only curriculum solution specifically designed to support the unique strengths and needs of family child care. Our newest edition offers a wide range of detailed daily practice resources that will help you organize and plan every moment of the day and engage children in meaningful learning opportunities that will encourage them to become lifelong learners.

Guidance for All Areas of Planning

From setting up your home to planning everyday routines and experiences and balancing the needs of your own family with your professional responsibilities, the tools in this resource will guide you, thoughtfully and intentionally, through every aspect of caring for children of all ages.

Building a Partnership with Families

The curriculum's daily guidance provides practical ideas and strategies to help you work with families and develop respectful, trusting partnerships.

Daily Resources for All Ages

With *Intentional Teaching Cards™*, *Mighty Minutes®*, children's books with *Book Discussion Cards™*, *Highlights Hello™*, *Highlights High Five Bilingüe™*, and much more, you'll have access to a wide variety of daily resources that help support meaningful learning while still offering you flexibility to respond to children's interests and abilities.

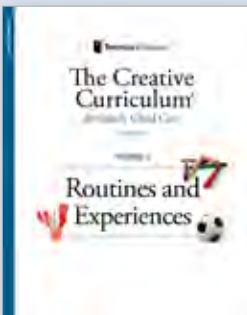
Research-Based Objectives

With 38 research-based objectives for development and learning, you'll see the seamless progression of learning and development across the whole of the early childhood years, in every area that's critical to children's future success.



The Creative Curriculum® for Family Child Care

The Foundation



3 Volumes

Daily Resources



Intentional Teaching Cards™
(151 cards, bilingual)



Mighty Minutes®
(100 cards; also sold separately)



Resource Organizer



Highlights Hello™
(24 issues)

Book Conversation Cards™ for Highlights Hello™ (24 cards)



Children's Book Collection (5 fiction books, 6 nonfiction books, 4 big books)

Book Discussion Cards™ (5 cards)



Highlights High Five Bilingüe™ (10 issues)

Book Conversation Cards™ for Highlights High Five Bilingüe™ (10 cards)

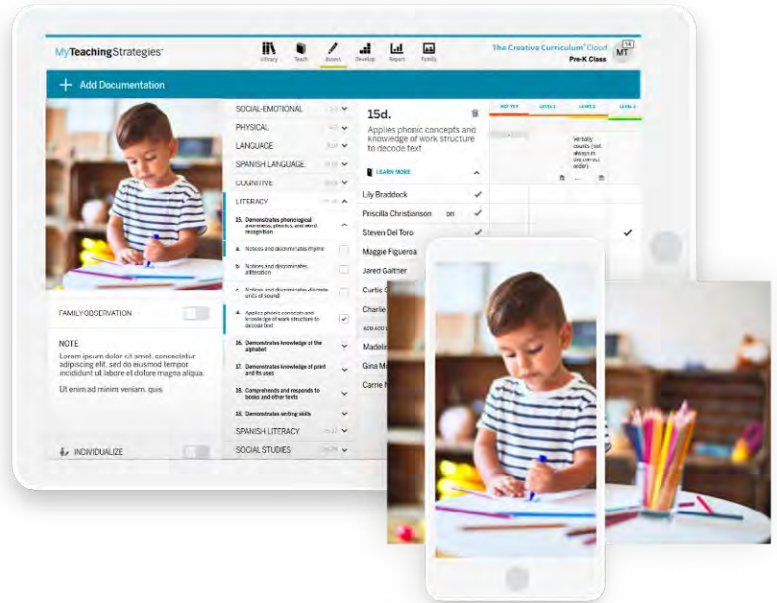


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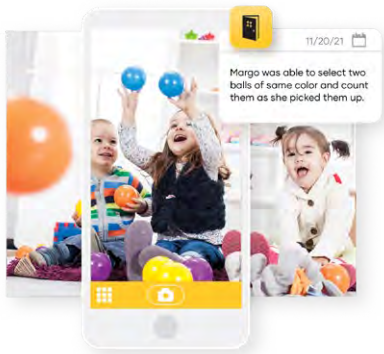
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Move beyond measurement. Drive differentiated, effective instruction.



Formative Assessment Made Easy for Teachers

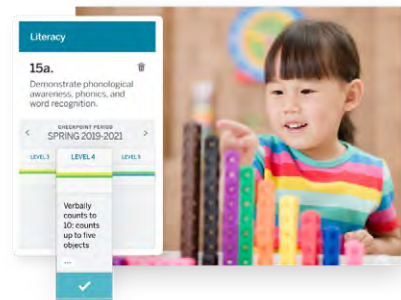


Capture Observations in the Moment

Inform instruction without disruption by embedding authentic, observation-based assessment embedded in your everyday interactions with children.

Understand Each Child's Needs Based on Developmentally Appropriate Milestones

Uniquely inclusive of all learners, GOLD® follows widely held expectations for children from birth through third grade and enables a whole-child approach to assessment.



Seeks a preferred playmate; shows pleasure when seeing a friend

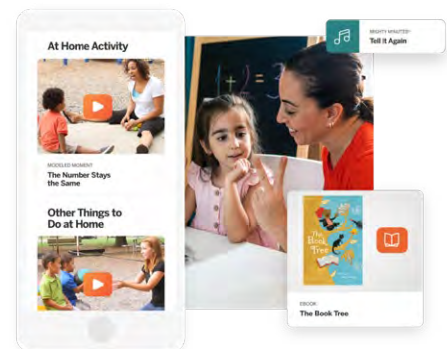
Plays with one or two preferred playmates

Establishes a special friendship with one other child, but the friendship might only last a short while

Objective 2d. Makes friends

Strengthen Family Partnerships

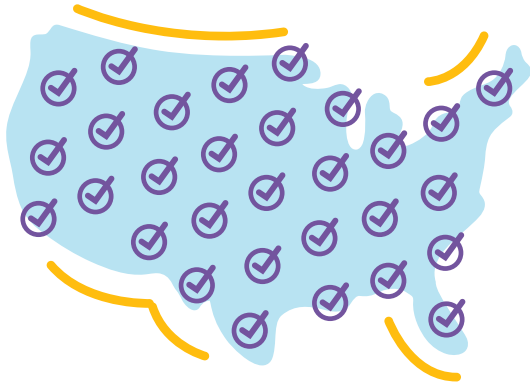
Enable family observations, share family-facing learning resources, and engage in two-way communication.



Connect the Dots Between Curriculum and Assessment

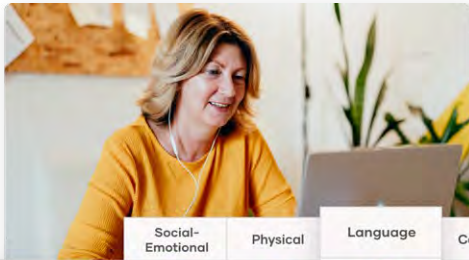
Automatically connect assessment data and observation capabilities with daily instructional resources, creating an instantaneous and ongoing feedback loop of information to individualize learning.

Formative Assessment Made Powerful for Administrators



Aligned to Your Early Learning Standards

GOLD® aligns to early learning guidelines in each state and the Head Start Early Learning Outcomes Framework.



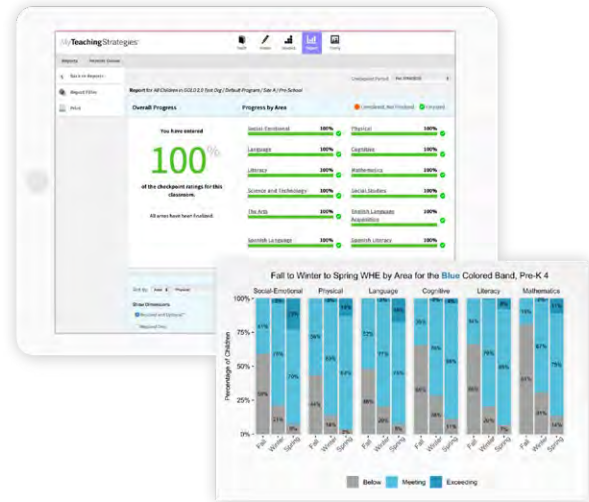
	Social-Emotional	Physical	Language	Cognitive
Benjamin, Kindergarten	🟡	✅	✅	✅
Stacey, Kindergarten	🟡	🟡	✅	✅
Alex, Kindergarten	✅	🟡	✅	🟡

Reliably Administer Valid Assessment

Rigorously and regularly tested, GOLD® yields reliable, valid, and culturally sensitive information.

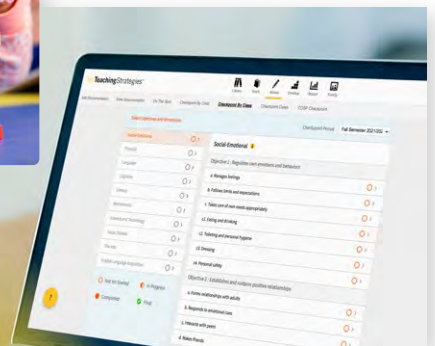
Data-Driven Decisions in Real Time

GOLD® provides administrators with the data they need for real-time reporting and large-scale, programmatic decision-making.



Research-Based

GOLD® is research-based, validated, and shown to be effective by extensive independent research.



Drive better learning outcomes.

Learn how you can get started with observation-based formative assessment in your classrooms.

[Talk to an expert.](#)



[Discover GOLD today.](#)



Comprehensive Early Childhood Social-Emotional Learning Curriculum



Al's Pals™
Kids Making Healthy Choices

by  Teaching Strategies®

Fostering Resiliency When It's Needed the Most

Al's Pals™ is an evidence-based, comprehensive social-emotional learning curriculum and professional development program designed to meet the specific needs of preschool children. With both print and digital curriculum resources, Al's Pals™ promotes resiliency in children ages 3–6 through the development of social – emotional skills, including self-control, problem-solving abilities, and healthy decision-making.

Help children weather any storm

Al's Pals provides protective factors that may **lessen the long-term effects of trauma**, including effects on a child's brain development, attention, decision-making, learning ability, ability to form healthy and stable relationships, and response to stress.

Adverse childhood events include

- witnessing violence in the home or community;
- parental mental illness, substance abuse, domestic violence, or incarceration; and
- experiencing violence, abuse, or neglect.



Designated
CASEL SElect
Program



Rated highest level of
Evidence of Effectiveness in
the Social-Emotional Preschool
Curriculum Consumer Report

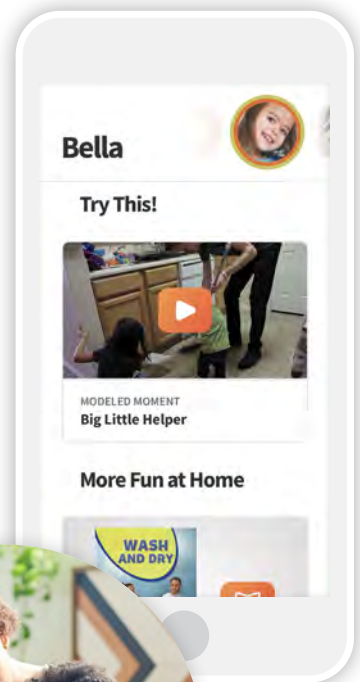


Designated
Model Program



Designated Effective School-
Based Prevention Program:
Safe, Disciplined, and Drug-Free
Schools Expert Panel

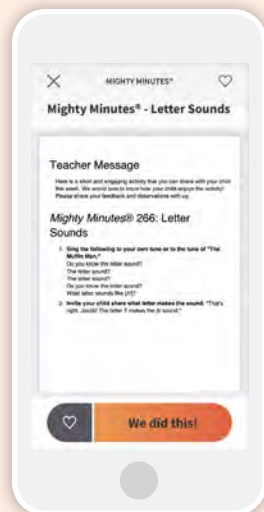
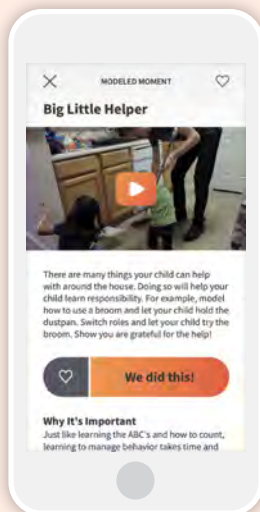
FAMILY



Introducing Teaching Strategies Family

Family involvement in learning is key to your child's success. We want to help you stay connected and support learning at home. The free **Teaching Strategies Family** app will help you support your child's learning. This tool offers two-way communication between school and home; rich, interactive playlists filled with family-friendly activities you can do with your child; and a digital children's library with over 200 titles.

Get **Teaching Strategies Family** for Free Today



How It Works

After you accept the email or text message invitation, each week you will:

1. Watch videos modeling games and conversations that support what we are learning in school.
2. Do the activities with your child and have fun learning together! Mark "We did this!"
3. Share your experiences and expertise with me as I partner with you in your child's journey!

Watch our video!

Make sure to scan the QR code to the right to learn more about Teaching Strategies Family.



[English](#)



[Spanish](#)

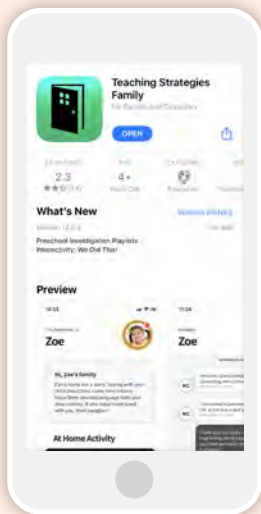
FAMILY



Accept Your Invitation Today!

You will receive an email that says
"Teaching Strategies Family invitation for the family of [Your Child]."

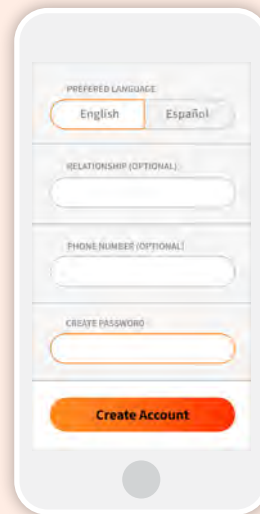
Registration Is Easy!



Step 1
Download the free Teaching Strategies Family app.

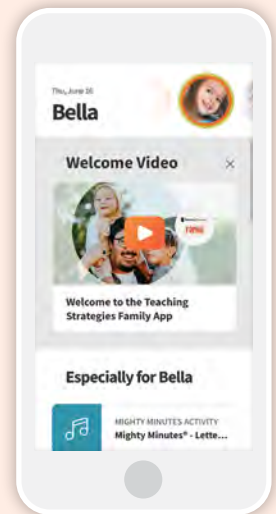


Step 2
Tap **"Get Started Now"** in the email or text message invitation to open the app.



Step 3

- Choose your language,
- set a password, and
- tap **"Create Account."**



Step 4
You are in!
Now you'll receive playlists and activity ideas.

Having trouble getting started?

Check out the [Teaching Strategies Family support page](#) for resources to help you get connected.



Build the foundation children need for success in school and life

Through fun lessons, engaging puppets, original music, and effective teaching approaches, Al's Pals

- helps children manage feelings and behaviors;
- cultivates conflict resolution and problem-solving skills;
- builds positive relationships and prevents bullying;
- creates caring, cooperative classrooms;
- teaches children to make healthy choices; and
- builds authentic family partnerships.



Al's Pals™ Components

Teacher Plans

- 52 lessons that facilitate large-group interactive discussions and problem-solving experiences
- Puppet Scripts and Helpful Hints
- Alignment with the objectives for development and learning, *Intentional Teaching Experiences*, *Mighty Minutes*®, and children's literature
- "Including All Children" section, English-language learner support, teacher reflection questions, and much more

Classroom Materials

- 3 puppets
- 40 diverse photos representing themes directly related to the core concept of the lesson
- 2 classroom posters
- 2 children's books

Songs and Songbook

- 12 songs that reinforce lessons and core concepts
- Songbook of repetitive, easy words for children to sing

Family-Facing Content

- 8 recognition certificates, 18 family letters, and 1 completion certificate
- Family-friendly language in both English and Spanish

NEW Digital Access

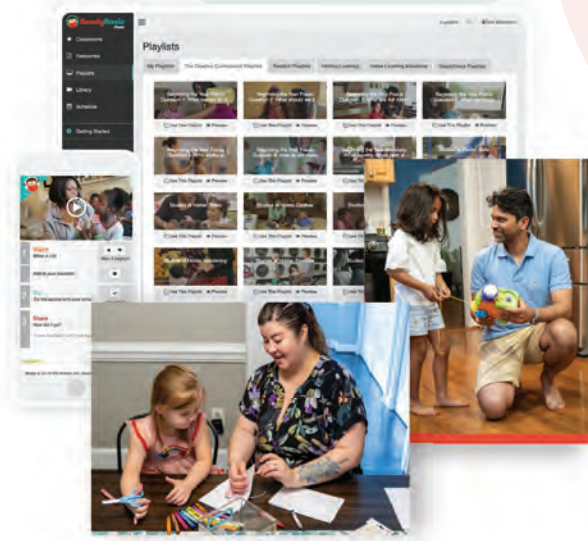
- Access to our updated Al's Pals lessons and corresponding classroom and family-facing content within *MyTeachingStrategies*®

Professional Development

- Interactive offerings tailored to the specific needs of a program

Contact us to learn more about Al's Pals.





Build Powerful Family Partnerships

Deepen and scale family engagement with equitable, high-quality resources.



Strengthen the connections between school and home



Measure impact on family engagement



Model fun activities in families' home languages



Build educator capacity to drive family engagement

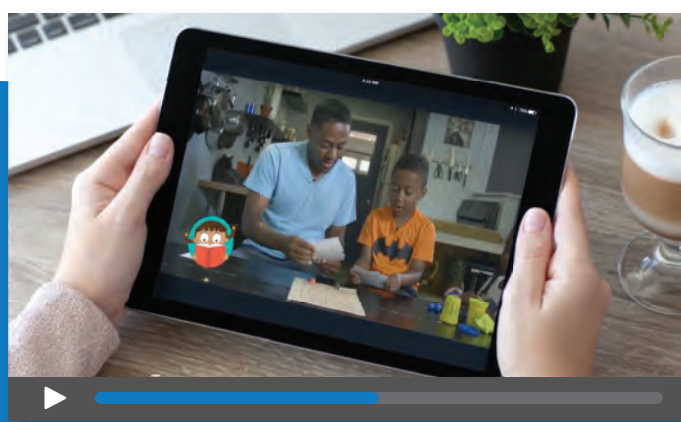
Strong communication is the foundation for all home-to-school relationships, but when educators intentionally partner with families to make connections between learning in the classroom and learning at home, every child benefits.

Introducing ReadyRosie

ReadyRosie is an evidence-informed, research-based family engagement and early learning resource that is uniquely content-driven, informed by seven essentials for transformative family partnerships, and shown to have positive impacts on family behaviors and child outcomes.

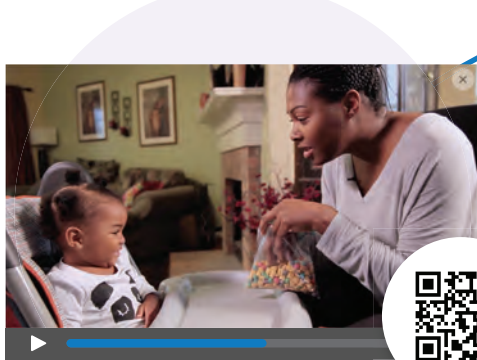


Scan and watch our video to learn more.



Authentically model family and child interactions

Support families with 1,500+ mobile-friendly ReadyRosie Modeled Moments videos, which are aligned with Intentional Teaching Experiences and objectives for development and learning and show real families modeling fun activities that support classroom learning in authentic ways.



▶ Scan to Watch English & Español



▶ Scan to Watch English & Español



English



Scan to Download



Español



Measure impact with data

Customize content for families, track progress, and assess data to measure impact. Families can provide powerful insights about their children and family goals, and administrators can track program-level and individual user data by engagement tied to learning and family outcomes.

Create collaborative family partnerships

Provide educators with guides to conduct interactive family workshops, family conference resources, and more to help them build strong and reciprocal relationships, create intentional connections between school and home, and promote family bonding.



Visit TeachingStrategies.com/ReadyRosie or call us today at 855.448.4352 to learn more.

Tadpoles®

by  Teaching Strategies®



The All-In-One App that Streamlines Attendance, Billing, Program Management and Family Communication

Tadpoles® delivers everything early childhood programs need to build strong relationships with families, streamline program management, and simplify teachers' day-to-day tasks—all within an easy-to-use digital solution that also integrates with formative assessment and curriculum tools that are critical to a child's success, resulting in a truly holistic solution that is unmatched in the marketplace.

Tadpoles® connects over
430K
families



and serves nearly
500K
children every day.



Streamline daily operations for administrators

From viewing children's and teachers' locations at a glance, to tracking ratios in each classroom in real time, to sending important notifications to classrooms or families with ease, *Tadpoles*® reduces the time and effort needed to complete everyday administrative tasks. Additionally, *Tadpoles*® makes it easy for administrators to create and manage customized billing and payment plans.

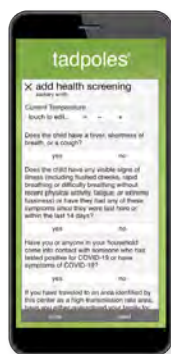
Keep families connected

Through *Tadpoles*®, families receive important updates about their child's day. A daily report securely shares photos, videos, and up-to-the-minute information that give families a glimpse into their child's routines and activities.



Promote health and safety

The *Tadpoles*® health screening forms help monitor staff and children for COVID-19 symptoms by allowing families to use the *Tadpoles*® family mobile app to answer health screening questions when they drop off their child, staff to log temperature checks and capture health screening responses for children during check-in and for themselves when they clock in for the day using the *Tadpoles*® Pro app, and administrators to view a child's health screening data in the daily report view of the administrator dashboard. Additionally, *Tadpoles*® makes it easy to implement curbside check-in procedures, thereby reducing or eliminating family member entries.

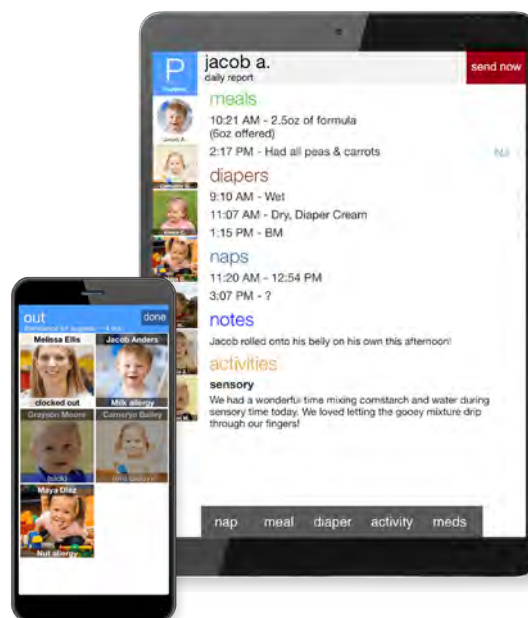


Manage, track, and grow enrollment

Program directors can easily manage and track their enrollment pipeline, identify potential gaps in each classroom, and determine appropriate actions with easy-to-use enrollment forecasting tools in the *Tadpoles*® administrator panel.

Simplify tasks for teachers

The easy-to-use interface and robust features of *Tadpoles*® make communicating with families seamless, efficient, and paperless. Teachers can create detailed lesson plans with co-teachers, securely share photos with family members, and create daily reports for each child. For programs that are also using *GOLD*®, teachers can easily gather formative assessment data and align it to the objectives for development and learning, thanks to the integration of *Tadpoles*® with *GOLD*®. Less time spent on these tasks means more time to engage children in meaningful learning.



“I also wanted to share with you how much we have enjoyed using *Tadpoles*® at all of our locations. Our teachers, administrators, and parents love the ease of use and the ability to communicate so clearly and effectively. The administrative dashboard is easily one of our favorite features; it allows us to effortlessly track student and teacher movements as well as maintain ratios and quickly access student information. *Tadpoles*® has simplified classroom procedures and increased our teachers' ability to provide detailed information to parents.”

JENNY JACKSON, MARKETING COORDINATOR,



For more information or to request a demo, visit TeachingStrategies.com/Tadpoles.



Professional Development

**Confident and Prepared
Every Step of the Way**



Why Professional Development?

Enhance the skills and knowledge of your team of early childhood educators. Teaching Strategies Professional Development empowers administrators and teachers, from novice to expert, with the confidence and knowledge they need to make the greatest impact on the children in your program.

Three ways to support teachers' professional development

1 Live, Instructor-Led Sessions focus on topics that matter most to your implementation.

2 Online Courses from the Professional Development course library offer more than 200 hours of learning.

3 Coaching Solutions focus on reflective practice, child outcomes, and capacity-building.



Earn Continuing Education Units (CEUs)

Teaching Strategies is accredited by the International Association for Continuing Education and Training (IACET) and complies with the ANSI/IACET Standard, which is recognized internationally as a standard of excellence in instructional practices. Teaching Strategies is accredited to issue the IACET CEU.



Live, Instructor-Led Sessions

Get Started with Ease and Build Best Practices

Our wide range of live, instructor-led sessions offers great options for programs looking to provide professional development in an in-person or virtual setting. These sessions enable teachers to learn together, share their own knowledge and experiences, and build their professional network.

Sessions are available to kick-start your initial implementation of Teaching Strategies solutions; prepare for the first six weeks in your classrooms; provide strategies for fostering strong family partnerships; and build teachers' capacity to support children with disabilities, children learning two languages, social-emotional learning, STEAM, language and literacy development, and more.



Here are a few example sessions.

Teaching Strategies Solutions	The Creative Curriculum®	GOLD®	ReadyRosie™	AI's Pals
<ul style="list-style-type: none"> • Getting Started With Teaching Strategies • Focus on Assessment • Responsive Planning: Meeting the Needs of Children and Families • Meaningful Experiences: Using In-Depth Investigations to Support Development and Learning • Fidelity: Using Data to Inform Self-Reflection and Guide Professional Growth 	<ul style="list-style-type: none"> • Introduction to <i>The Creative Curriculum</i>®* • The First Six Weeks • Partnering with Families • <i>The Creative Curriculum</i>® Cloud • Implementing Studies • Supporting Dual-Language Learners • Supporting Social-Emotional Development and Learning 	<ul style="list-style-type: none"> • Introduction to <i>GOLD</i>® • <i>GOLD</i>®: Using the Assessment Cycle to Strengthen Teaching and Learning • Introduction to <i>GOLD</i>® Enhancements 	<ul style="list-style-type: none"> • Introduction to <i>ReadyRosie</i>™ 	<ul style="list-style-type: none"> • Introduction to <i>AI's Pals</i>™

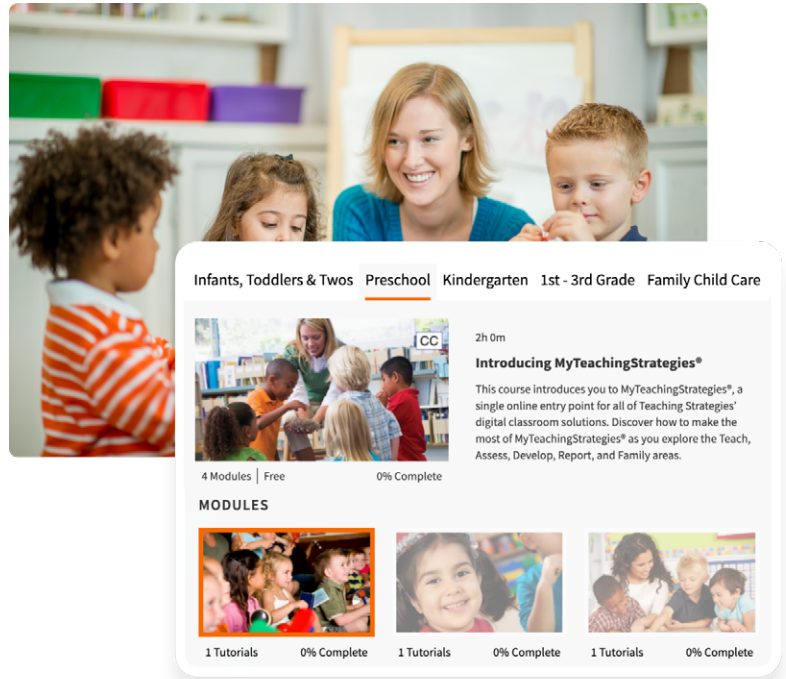
*Available for Preschool; Infants, Toddlers & Twos, Kindergarten; and Family Child Care.
Teaching Strategies live instructor-led sessions carry participant limits and those limits vary by session.

Online Professional Development

Maintain Momentum with anytime, anywhere support

Online, on-demand courses built in bite-size, modular formats allow teachers and administrators to build knowledge, extend learning, and reinforce skills at any time throughout the year.

These robust, IACET-Accredited courses provide administrators and teachers with opportunities to extend learning in ways that best fit their schedules while still allowing them to earn continuing education unit (CEU) credit upon completion. This anytime, anywhere support allows you to easily find what you need, apply it in your classroom, and return to it or other topics as often as you need.



Here are a few examples of the tutorials and courses.

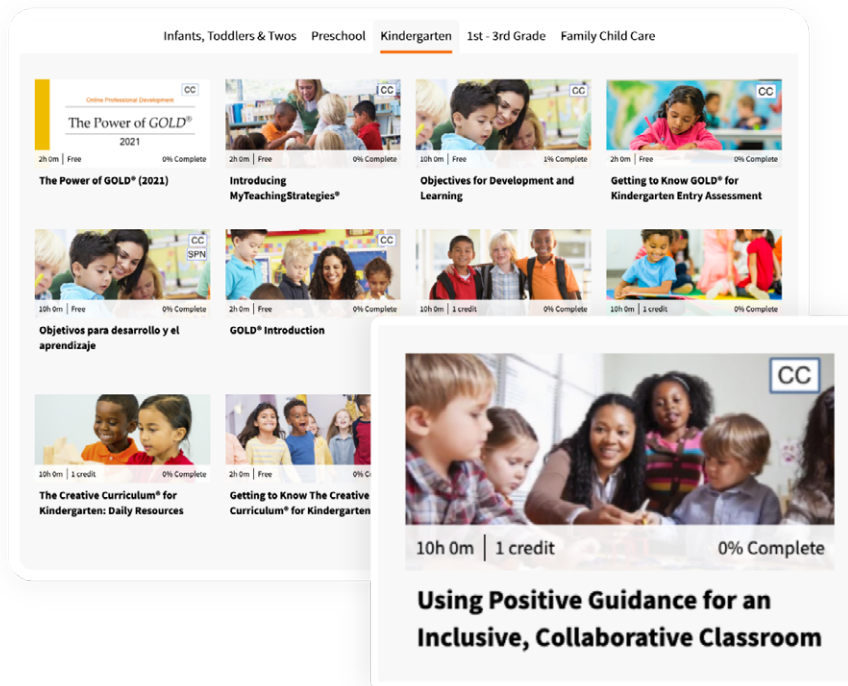
The Creative Curriculum®	GOLD®
These example product tutorials are available with your program purchase.	
<ul style="list-style-type: none"> • Introducing <i>MyTeachingStrategies</i>® • Getting to Know <i>The Creative Curriculum</i>® • Objectives for Development and Learning 	<ul style="list-style-type: none"> • <i>GOLD</i>® Introduction • Getting to Know <i>GOLD</i>® for Kindergarten Entry Assessment • The Power of <i>GOLD</i>®
These example courses are available with an online professional development subscription.	
<ul style="list-style-type: none"> • Getting Started With Studies • Celebrating Best Practices for English-Language Learners • Transforming Family Engagement • Using Positive Guidance for an Inclusive, Collaborative Classroom 	<ul style="list-style-type: none"> • Implementing <i>GOLD</i>® in <i>MyTeachingStrategies</i>® • <i>GOLD</i>® for Administrators for Infants, Toddlers & Twos • <i>GOLD</i>® for Administrators for K-Third Grade

Additional product tutorials and courses are coming soon for other Teaching Strategies solutions like *ReadyRosie*™.

Online Professional Development

Initial Implementation Support

Product tutorials help educators get started using our solutions, and a library of additional online professional development courses is available to enhance your implementation and elevate your teaching practice through an investment in an online professional development subscription.



Amplify professional practice with over

200+

hours of learning

"Teaching Strategies professional development has given me the confidence and the tools right at the tips of my fingers! Way to make it easy for us!"

Beth Duddles, Preschool Teacher, West Early Childhood Center, Coopersville Area Public Schools, MI

Benefits for Administrators:

- Support new teachers
- Drive successful implementation
- Address common classroom challenges
- Track teacher progress
- Offer the opportunity to earn CEUs

Benefits for Teachers:

- Learn anytime, anywhere, at any pace
- See progress in real time
- Earn CEUs
- Build knowledge of child development and developmentally appropriate practice

Amplify your professional practice with online courses →

Coaching Solutions

Sustain Growth and Implement With Fidelity

Research shows that coaching has the greatest impact on teacher instruction and child outcomes. Our coaching solutions are designed for program coaches and for teachers to help programs implement *The Creative Curriculum*® and *GOLD*® with fidelity.



"I have to admit this coaching thing is AWESOME."

Aileena Acoff, Teacher, Early Childhood, Detroit Public Schools Community District, MI



Our coaching solutions include

- Coaching Teachers to Fidelity of Implementation, including guides and toolkits for teachers and administrators;
- coaching with observations and action planning; and
- virtual coaching sessions that provide meaningful touchpoints to increase progress over time.

Coaching Solutions

A Road Map for Successful Implementations

Coaching to Fidelity provides you with the tools to assess your implementation of *The Creative Curriculum*® and *GOLD*®, including what to look for when observing classrooms, how to provide constructive feedback, and how to develop positive relationships with teachers.

Working side-by-side with a coach will give you and your team the chance to refine practices over time, and our virtual coaching sessions will provide meaningful touchpoints to further your progress and make a lasting impact on teaching practices.



For Coaches

Our coaching solutions for program leaders who deliver direct classroom support to teachers provide the tools needed to develop a successful coach-teacher relationship. Learn what to look for, do, and say by working side-by-side with our coaches. We recommend the following full-year coaching support plan.

- 1-day Coaching to Fidelity of Implementation for up to 15 coaches
- 3-days coaching with observations and action planning, for up to 2 coaches per day
- 10 hours of virtual coaching for up to 2 coaches per session

For Teachers

We understand not all programs have a dedicated staff to provide direct classroom support to teachers. Our coaches work side-by-side with teachers to support them in translating their knowledge into practice, build their capacity, and elevate them as a teacher leader in your program. We recommend the following coaching support plan for teachers.

- 1-day Introduction to Fidelity of Implementation for up to 30 teachers
- 3-days coaching with observations and action planning, for up to 2 teachers per day
- 10 hours of virtual coaching for up to 2 teachers per session

Plan Your Professional Development Today →

Get started with ease and build best practices in personalized, instructor-led sessions; maintain momentum with online courses; and create a lasting impact with coaching.



Professional Development Teacher Membership

**Cultivate High-Quality,
Developmentally Appropriate
Practice Year-Round**



Boost quality and transform learning

Through personalized learning journeys and flexible, modular courses, drive continuous improvement and transform learning.



Mitigate teacher turnover

Combat turnover and burnout with high-quality training and intentional support.



Provide a CDA path

Satisfy all training requirements for the Child Development Associate (CDA) credential.

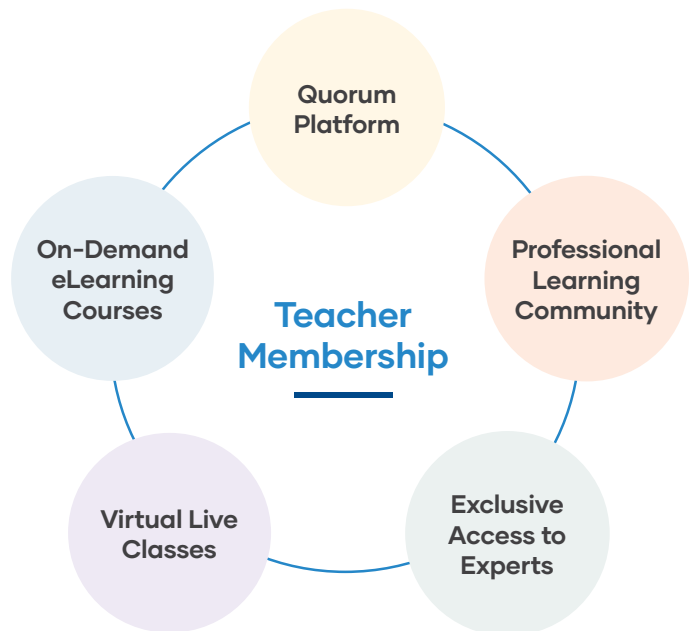


Meet annual CCDF requirements

All Child Care and Development Fund (CCDF) health and safety courses included.

Introducing the Professional Development Teacher Membership

To cater to the unique needs and demands of adult learners, the membership combines the power of a professional learning community with the flexibility of anywhere, anytime learning, provided in a variety of formats with a focus on real classroom application.



Multiple Learning Formats Support Adult Learners

Multiple learning formats—from asynchronous to synchronous, from microlearning to multi-day options—with the power of a professional learning community make professional development accessible to educators throughout the year, whenever learning fits best.



Research shows that children who are able to regulate, or manage, their emotions and behaviors do better in school.



I agree! That's why I'm dedicating time every day for social emotional learning. 😊

Quorum Platform

Discover a comprehensive professional development system with personalized learning journeys and real-time progress tracking with a dashboard to manage certificates and badges.

On-Demand eLearning Courses

Receive unlimited, 24/7 access to a large catalog of flexible, modular, and asynchronous courses, in English and Spanish, with over 400 hours of research-based content and the ability to earn continuing education units (CEUs) and state training hours.

Professional Learning Community

Engage, connect, and share experiences with other early childhood educators through moderated discussion forums, exclusive community groups, and the open sharing of ideas.

Exclusive Access to Experts

"Ask an Expert" offers a 24-hour response time and exclusive access to weekly, interactive, live sessions hosted by experts and organized by popular topics and best practices in early childhood education.

Virtual Live Classes

Membership includes unlimited access to registration for scheduled, live, virtual professional development sessions.

To learn more about the [Teacher Membership](#), contact your early learning expert or call us today 855.448.4352.

On-Demand eLearning Courses, Anytime, Anywhere

Enjoy unlimited access to an extensive library of on-demand, early childhood education courses.

Teaching Strategies Courses:

- [Celebrating Best Practices for Supporting Dual-Language Learners](#)
- [Simple, Joyful, Effective: Practical Strategies for Supporting Dual-Language Learners](#)
- [Transforming Family Engagement](#)
- [Using Positive Guidance for an Inclusive, Collaborative Classroom](#)
- [The Creative Curriculum® for Infants, Toddlers & Twos: Foundation](#)
- [The Creative Curriculum® for Infants, Toddlers & Twos: Daily Resources](#)
- [The Creative Curriculum® for Infants, Toddlers & Twos: Experiences](#)
- [The Creative Curriculum® for Infants, Toddlers & Twos: Routines](#)
- [Getting Started with Studies for Twos](#)
- [The Creative Curriculum® for Preschool: Foundation](#)
- [The Creative Curriculum® for Preschool: Daily Resources](#)
- [The First Six Weeks of Preschool](#)
- [Getting Started with Studies \(Preschool & Kindergarten\)](#)
- [The Creative Curriculum® for Kindergarten: Foundation](#)
- [The Creative Curriculum® for Kindergarten: Daily Resources](#)
- [The First Six Weeks of Kindergarten](#)
- [The Creative Curriculum® for Family Child Care](#)
- [Implementing GOLD® in MyTeachingStrategies®: Infants, Toddlers & Twos](#)
- [Implementing GOLD® in MyTeachingStrategies®: Preschool](#)
- [Implementing GOLD® in MyTeachingStrategies®: Kindergarten](#)
- [GOLD® for Administrators: Infants, Toddlers & Twos and Preschool](#)
- [GOLD® for Administrators: Preschool to Third Grade](#)

Quorum Courses:

- [All Are Welcome](#)
- [Amazing Development Infants](#)
- [Amazing Development Toddlers](#)
- [Autism 101 | Autismo 101](#)
- [Basics of Inclusion | Fundamentos de la inclusión](#)
- [Building Positive Relationships | Desarrollo de relaciones positivas](#)
- [Building Strong Relationships with Families | Desarrollo de relaciones sólidas con las familias](#)
- [CDA Planner | Planificador del CDA](#)
- [Challenging Behavior | Comportamiento desafiante](#)
- [Child Assessment | Evaluación del niño](#)
- [Child Language Development and Signs of Delay | El desarrollo lingüístico infantil e indicios de retraso](#)
- [Creating Positive Connections](#)
- [Curriculum Unpacked | Bases del plan de estudios](#)
- [Cut the Cooties! Communicable Disease Prevention in Child Care | Combatir los gérmenes: prevención de enfermedades contagiosas](#)
- [Developmental Milestones | Indicadores del Desarrollo](#)
- [Dual Language Learners | Estudiantes de dos idiomas](#)
- [Engaging Families with Social Media | Compromiso familiar y las redes sociales](#)
- [Enriching Indoor Environments](#)
- [Enriching Play](#)
- [Exploring the Piramide Approach](#)
- [Family Child Care Indoor Environment](#)
- [Family Engagement | Compromiso familiar](#)
- [From Food to Physical Activity | De la alimentación a la actividad física](#)
- [Honoring All Families | Honrar a todas las familias](#)
- [Inspiring Creativity | Inspirando creatividad](#)
- [Interactive Storytelling](#)
- [Keeping Our Children Safe | Proteger a nuestros niños: anticipar y prepararse](#)
- [Learning Environment | Ambiente de aprendizaje](#)
- [Nourishing Healthy Eaters in ECE](#)
- [Nourishing Preschoolers](#)
- [Outdoor Learning Environment](#)
- [Phonological Awareness](#)
- [Program and Classroom Assessment | Evaluación del programa y el salón de clases](#)
- [Responsive Caregiving | Cuidado sensible](#)
- [Responsive Feeding](#)
- [Safe Sleep and Sweet Dreams | Sueños dulces y seguros para bebés](#)
- [Safe Spaces and Places To Grow and Learn | Espacios y Lugares Seguros para Crecer y Aprender](#)
- [School-Age Care | Cuidados en Edad Escolar: Aprender por Diseño Autocuidado para educadores](#)
- [Self-Care for Educators |](#)
- [STEM in the Preschool Classroom | STEM en el Salón de Clases de Preescolar](#)
- [Teaching with Intention | Enseñanza con intención](#)
- [The Developing Infant and Toddler | El Bebé y el Niño Pequeño en Desarrollo](#)



Quorum Courses (Continued):

- [The Juggling Act: Schedules, Routines, and Transitions](#) | [El acto de malabarismo: Horarios, rutinas y transiciones](#)
- [The Nuts and Bolts of Developmental Screening](#)
- [The Power of Play](#)
- [The Reflective Teacher](#) | [La maestra reflexiva](#)
- [To Expel or Not to Expel](#)
- [Transportation Training for Georgia](#) | [Entrenamiento sobre transporte para el estado de Georgia](#)
- [Trauma Informed Practices](#) | [Prácticas informadas sobre el trauma](#)
- [Traveling with Precious Cargo](#) | [Viajando con una carga valiosa](#)
- [Understanding Child Abuse and Prevention](#) | [Comprensión y prevención del abuso infantil](#)

Leadership

- [Administrative Leadership](#) | [Liderazgo administrativo](#)
- [Essentials of Leadership in Early Childhood Education](#) | [Fundamentos del Liderazgo en la Educación de la Infancia Temprana](#)
- [Implementing Quality Teams](#) | [Implementación de equipos de calidad](#)
- [Principles of Quality Teams](#) | [Bases de los equipos de calidad](#)
- [Teacher Leadership](#) | [Liderazgo de Maestra](#)
- [Your Path to Teacher Leadership](#)

New Courses (Coming Soon)

- [Amazing Development Preschool](#)

Virtual Live Classes

Members can register for scheduled, live, virtual professional development sessions on a variety of topics.

- [An Introduction to Studies for Preschool](#)
- [Strategies for Supporting Language Development](#)
- [Facilitating Dynamic Read Alouds With Preschool Children](#)
- [Leading Engaging Storytelling/Storytelling Opportunities](#)
- [Creating an Environment to Support Literacy Learning](#)
- [Investigating the Components of Mathematics](#)
- [Understanding the Process Skills of Mathematics](#)
- [Creating a Physical Environment to Support Mathematics Learning](#)
- [Mathematics Learning Throughout the Day](#)
- [Designing a Physical Environment for Preschool Children](#)
- [Displaying and Caring for Children's Work](#)
- [Incorporating Studies Into Interest Areas](#)
- [Creating a Responsive Daily Schedule for Preschool](#)

- [Best Practices for Meaningful Family Engagement](#)
- [Facilitating ReadyRosie Family Workshops](#)
- [Responding to Challenging Behavior Using a Relationship-Centered Response](#)
- [Strategies for Engaging in Self-Care](#)
- [Exploring the 7 Protective Factors](#)
- [Examining Guide Skills](#)
- [Understanding GOLD Reports for Administrators](#)
- [Responding to Data for Administrators](#)
- [Strategies for Observing Development and Learning](#)
- [Responding to Observations of Children's Development and Learning](#)
- [Strategies for Completing Interrater Reliability Successfully](#)
- [Experiences for Infants, Toddlers & Twos](#)
- [Responsively Planning for Infants, Toddlers & Twos](#)
- [Creating a Responsive Physical Environment for Infants, Toddlers & Twos](#)
- [How to Include Families of Preschoolers in Studies](#)
- [Enhancing Family Conferences for Preschool](#)
- [Tools for Navigating Challenges With Preschool Families Successfully](#)
- [Leveraging a Planned-Language Approach to Support Multilingual Preschool Children](#)
- [The Components of Social-Emotional Learning for Preschool](#)
- [Using Daily Resources from The Creative Curriculum for Preschool to Promote Social-Emotional Learning](#)

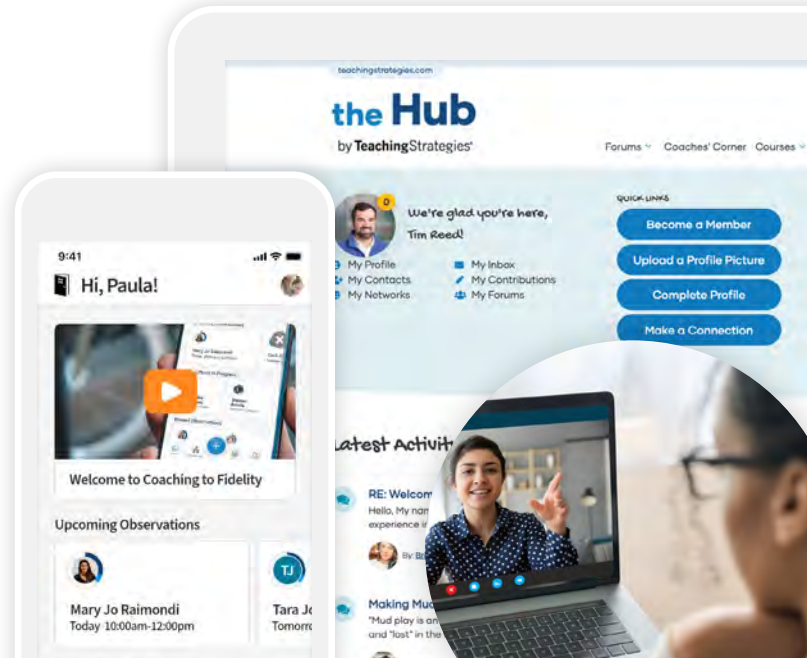


To learn more about the [Teacher Membership](#),
[contact your early learning expert](#) or call us today **855.448.4352**.

Professional Development Coach Membership

Achieve Higher Outcomes With Higher Fidelity

Elevate your entire coaching cycle throughout the year to boost outcomes for children.



Measure and improve fidelity.

Equip coaches with the tools and support they need to measure fidelity and effectively guide teachers.



Build relationships and garner insights.

Leverage the power of a dedicated mentor and engagement in a world-class professional learning community.



Apply in-the-moment guidance.

Effectively individualize coaching with positive guidance, clear strategies, and observation tools.



Scale your coaching practice.

Research shows that sustained, individualized coaching improves instruction and learning.

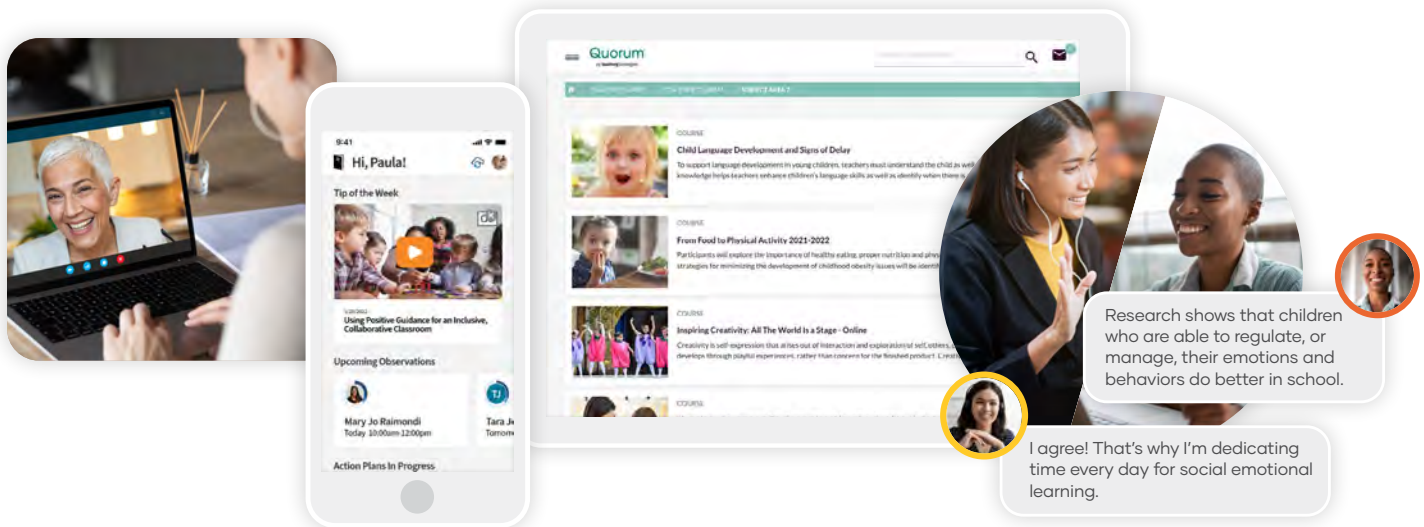
Introducing the Coach Membership

Teachers and caregivers are most successful when they receive ongoing, positive support and individualized coaching. The coach membership is designed for administrators, supervisors, staff developers, mentor teachers, coaches, or anyone else directly supporting teachers in the classroom.



Set Teachers Up for Success With Ongoing Coaching

Early childhood programs whose teachers implement curriculum and assessment with fidelity are more likely to have a positive impact on child outcomes. The Coach Membership is designed to help leaders guide teachers—at all levels—to apply best practices and achieve high fidelity to maximize outcomes.



Coach Mentorship

Advance your coaching practice with

- a personal mentor,
- private virtual coaching sessions,*
- interactive small-group coaching sessions, and
- weekly live discussions.

* Includes up to 3 hours of private coaching per year.

Coaching to Fidelity App

Equip coaches with the tools and guidance they need to measure fidelity and effectively guide teachers towards optimal implementation of *The Creative Curriculum for Infants, Toddlers & Twos*®, *The Creative Curriculum for Preschool*®, or *GOLD*® and best practices, including

- the ability to capture photo and video observations,
- embedded guidance and mitigation strategies,
- shareable action plans,
- notetaking capabilities, and
- automatic fidelity calculation.

Professional Learning Community

Engage, connect, and share experiences with other early childhood educators through

- mentor-moderated discussion forums;
- exclusive community groups, including a "Coaches Corner"; and
- the open sharing of ideas.

Plus, gain insights into teacher needs and challenges.

On-Demand eLearning Courses

Enjoy a comprehensive professional development system with unlimited access to

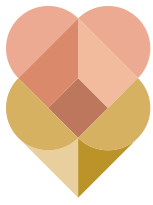
- a large catalog of flexible, modular, and asynchronous courses in English and Spanish;
- over 400 hours of research-based content;
- all training required by CCDF annually and for the CDA credential;
- the ability to earn continuing education units (CEUs) and state training hours;
- personalized learning journeys;
- real-time progress tracking with a professional development dashboard; and
- certificates and badges.

Live Classes

Gain unlimited access to register for scheduled, live, virtual professional development sessions on a variety of popular topics.

View the Teacher Membership [brochure](#) for a comprehensive list of included professional development courses.

To learn more about the [Coach Membership](#), contact your early learning expert or call us today 855.448.4352.



noni™

by Teaching Strategies®



Prioritize Teacher Self-Care and Mental Wellness With Noni™

Teachers Are Facing Unprecedented Burnout and Fatigue

Teachers returning to school and child care settings post-pandemic are experiencing stress, fatigue, and burnout like never before. Prioritizing the needs of children very often comes at the expense of their own needs.

Especially for teachers who work with trauma-impacted children who frequently exhibit challenging behaviors in the classroom, teaching can be particularly frustrating, isolating, and exhausting, limiting their ability to successfully create a harmonious classroom community.

90%

of educators report burnout as a serious problem*

91%

of educators say pandemic-related stress is a serious concern



55%

of educators ready to leave or retire early

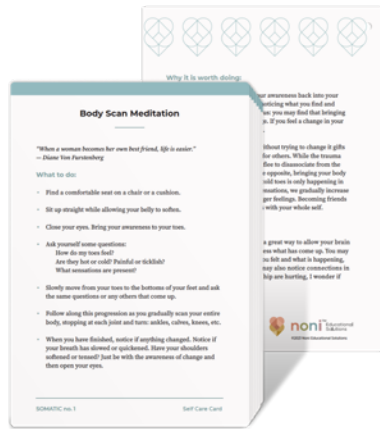
Alleviate Teacher Burnout With Resources to Support Mental Health and Wellness

Noni™ provides teachers with resources and opportunities to intentionally and consistently focus on their own self-care and mental wellness. Noni™ helps them to

- understand the concepts of adverse childhood experiences (ACEs), stress, secondary trauma, and compassion fatigue and the impact these can have;
- explore the physical and emotional impacts of stress and learn ways to counter these negative effects;
- learn why and how a consistent self-care practice can make them more effective as educators and reduce the likelihood of burnout and;
- regularly utilize easily implementable self-care "micro-practices" and strategies to help prioritize their own mental wellness.

Innovative New Resources for Prioritizing Teacher Self-Care

With Noni™, teachers will have a research-based, relationship-focused digital coach with built-in support for self-care.

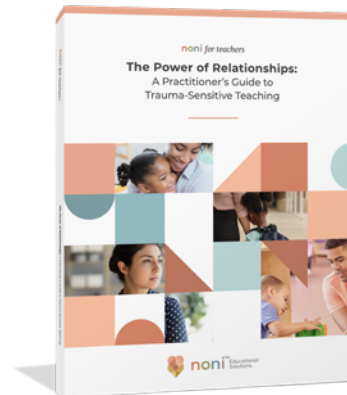


75 print and digital *Self-Care Cards*, providing weekly strategies for addressing and managing stress levels and establishing a regular self-care practice

Digital library of short videos offering general encouragement, demonstrations of easily implementable self-care exercises, and guidance for focusing on their own mental health and emotional wellness



Daily, in-app prompts and reminders that encourage teachers to check in with how they're feeling, with helpful guidance and strategies served up in response to their input



Practitioner's Guide chapter dedicated to helping teachers understand the critical importance of self-care and its relationship to their ability to successfully teach

Contact us to learn more about supporting teachers in your program by prioritizing their own self-care and mental wellness.



NISC050422

Introducing NoniTM

Innovative Support for Unprecedented Times

This school year, teachers are facing entirely new challenges, including how to:



navigate the stress-related impacts the past year has had on their young learners



recognize and address behaviors that stem from exposure to trauma

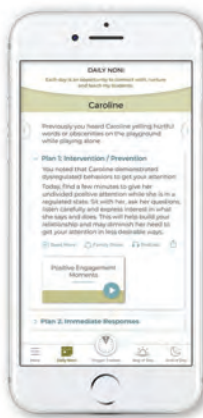


create a trauma-sensitive classroom community



prioritize their own self-care and mental well being

Here's how to think of NoniTM:
it's a research-based, relationship-focused digital coach that lives in a teacher's pocket.



- Designed for preschool, Pre-K and elementary school teachers, NoniTM is an app-based digital coach and complementary collection of classroom teaching resources. The NoniTM app provides real-time support to help teachers build trauma-sensitive classrooms and understand, manage, and predict dysregulated child behaviors that stem from exposure to toxic stress and ACEs.
- NoniTM uses a robust recommendation engine that's directly responsive to teacher input, meaning that the coaching, guidance, strategies, support, and recommendations that it serves up are specific to the type of dysregulated behavior a teacher notes that a child is exhibiting.



Help teachers be prepared to navigate their new normal.

With Noni,[™] teachers won't have to face the challenges ahead on their own. Right from their mobile device, they'll have

- relationship-based whole-class support, along with individualized plans for children who need them
- immediate, in-the-moment guidance for moments of heightened classroom stress
- a robust library of video, audio, and text-based opportunities to support their professional learning—with a focus on trauma, ACEs, dysregulated behaviors, and the importance of relationship-building in working with trauma-impacted children
- support for working with families as partners in healing from trauma,
- and resources that support them in prioritizing their own self-care and mental wellness

Relationship-based support, created by experts, that's entirely research-validated.

Developed by experts in child development; family counseling; curriculum and assessment development; special education and behavioral health; and adult mental health and wellness, Noni[™] is now part of the Teaching Strategies family. In addition to a comprehensive research base and effective teaching practices from the authors' combined decades of classroom experience, the guidance, strategies, and trauma-informed approach that Noni[™] provides is rooted in and based upon research-validated practices used at Adventist HealthCare The Lourie Center for Children's Social & Emotional Wellness. This well-known therapeutic program has had decades of research that confirms their success with supporting trauma-impacted children.



Contact us to learn how to build strong relationships with children that act as a buffer against the negative impact of trauma and ACEs, visit TeachingStrategies.com/contact.



Introducing Noni™

Innovative Support for Unprecedented Times



Navigate the stress-related impacts the past year has had on young learners.



Recognize and address behaviors that stem from exposure to trauma.



Create a trauma-sensitive classroom community.



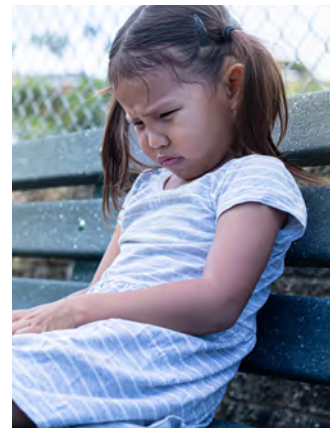
Prioritize your own self-care and mental well being.

Be prepared to manage new classroom challenges

- Prior to the pandemic, more than two-thirds of children under the age of 16 reported having experienced at least one traumatic event. We know that over the last year, these numbers have only increased.
- Children who've been negatively impacted by trauma have lost the ability to appropriately manage their stress response.
- Children in stress response mode are not in learning mode, but rather in a state of fight, flight, or freeze—often leading them to exhibit dysregulated classroom behaviors that can challenge you and even trigger your own stress response.

Build relationships that act as a buffer against the negative impact of trauma

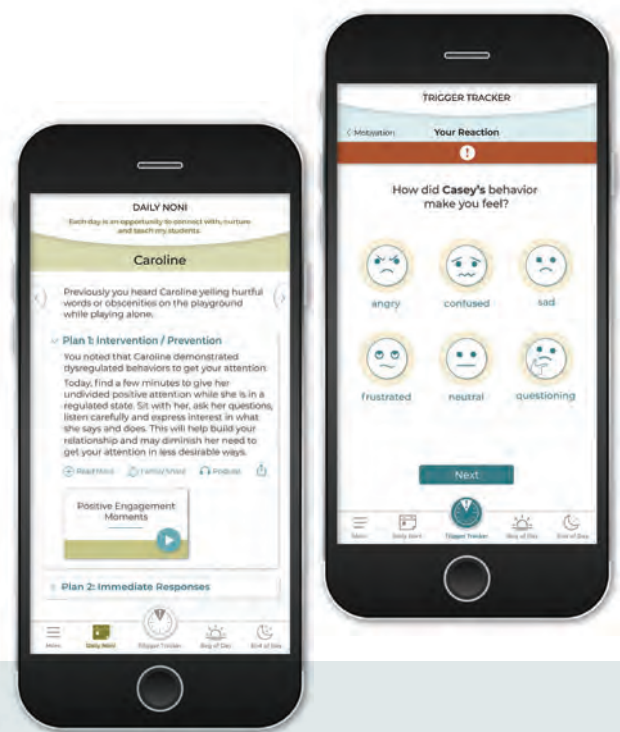
- Strong, safe, secure relationships between a child and a trusted adult can actually mitigate the negative impact of trauma.
- Noni™ is an app-based digital coach and complementary collection of classroom teaching resources that provides relationship-focused practices and real-time support to help you understand, manage, and even predict and plan for dysregulated child behaviors.
- It uses a robust recommendation engine that is responsive to your input—meaning it serves up coaching, guidance, strategies, support, and recommendations specific to the type of dysregulated behavior the child is exhibiting.



Navigate the new normal—right from your own mobile device

With Noni™, you won't have to face the challenges ahead on your own. Right from your own mobile device, you'll have:

- relationship-based whole-class support, along with individualized plans for children who need immediate, in-the-moment guidance for moments of heightened classroom stress
- a robust library of video, audio, and text-based opportunities to support your professional learning—with a focus on trauma, ACEs, dysregulated behaviors, and the importance of relationship building in working with trauma-impacted children
- support for working with families as partners in healing from trauma
- resources that help you prioritize your own self-care and mental wellness



Relationship-based support—created by experts—that's entirely research-validated

Developed by experts in child development; family counseling; curriculum and assessment development; special education and behavioral health; and adult mental health and wellness, Noni™ is now part of the Teaching Strategies family. In addition to a comprehensive research base and effective teaching practices from the authors' combined decades of classroom experience, the guidance, strategies, and trauma-informed approach that Noni™ provides is rooted in and based upon research-validated practices used at Adventist HealthCare's The Lourie Center for Children's Social & Emotional Wellness. This well-known therapeutic program has had decades of research that confirms their success with supporting trauma-impacted children.



Adventist HealthCare
The Lourie Center for Children's
Social & Emotional Wellness

Contact us to learn how to build strong relationships with children that act as a buffer against the negative impact of trauma and ACEs, visit TeachingStrategies.com/contact



The Essentials Kit

for *The Creative Curriculum*® for Preschool

All the Right Materials. All in One Kit.

To enhance and elevate teaching and learning experiences in your preschool classrooms, give teachers the essential materials they need to guide daily learning experiences and ensure children have the materials they will use in their everyday investigative learning.



Instructional Materials

Foundational, bilingual materials to facilitate instruction.

Investigative and Play Materials

Materials children will use in all areas of your classroom, including shared writing experiences.

Ensure Equitable Access to Materials for Teachers and Children

Eliminate the worry of finding, purchasing, or making the right materials for your classroom with this one kit.

The Essential Materials for Your Preschool Classroom

Early childhood classrooms are filled with the joy and excitement of learning, and we believe children learn best from the world around them. The Essentials Kit includes the foundational materials teachers need for instruction and all the materials children will use throughout the day.

For the Classroom

- Question of the Day Poster
- Venn Diagram Dry-Erase Poster
- Grid-Lined Laminated Poster
- Web of Investigation Poster
- *What Do We Know?* Poster
- *What Do We Want to Know?* Poster
- Interest Area Labels (1 set of 10)
- Block Labels (49 shapes)
- Extend Learning Prompts (1 set of 15)
- Positive Message Strips (1 set of 6)
- SEL AI's Pal™ Crossover Posters (2)



For Investigation

- Clipboards (20)
- Magnifying Glasses (10)
- Tabletop Tripod Magnifier (1)
- Expandable Sorting Hoops (3)
- Measuring Tape (10)
- Balance Scale (1)
- Tweezers (10)
- Eyedroppers (10)
- Stopwatch (1)
- Flashlights (4)

For Play

- Shatterproof Mirrors (4)
- Magnetic Letters (wood) - (1 set)
- Measuring Cups (1)
- Unifix Cubes (1 set of 100)
- Tangrams (4)
- Geoboard (wood) - (4)
- Expression/Emotion Cards (1 set)
- Replica Microphone
- Book Easels (4)
- Plastic Cones (6)
- Texture Paint Rollers (4)
- Artist Paint Pallet (4)
- Expandable Balls (2)



While The Essentials Kit for Preschool is designed for *The Creative Curriculum® for Preschool*, it is a great fit for any preschool classroom, including classrooms using *GOLD®*.

WARNING: CHOKING HAZARD
Small parts. Not for children under 3 yrs.

Buy The Essentials Kit

Call us to learn more at **1-800-637-3652**

Not for Resale and Individual items in kits may differ from those pictured or described due to availability.

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The Kodo Kit

A Kit Built for Play

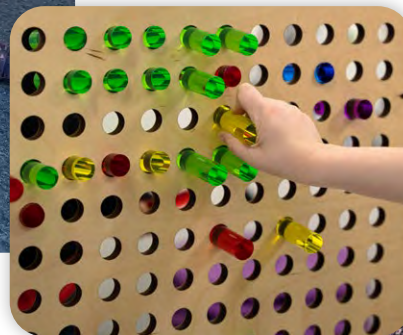
Energize children and elevate their classroom learning experiences based on their interests and abilities with this unique collection of high-quality classroom materials. The Kodo Kit for preschool provides a collection of materials that

- open the minds of preschool children, and
- brings all of your preschool classroom interest areas to life;
- aligns to *The Creative Curriculum*® for Preschool study topics; and
- supports all objectives for development and learning, including social-emotional, physical, cognitive, the arts, social studies, science and technology, mathematics, and language and literacy.



Extend Learning with a Kit Built for Play

Incorporate The Kodo Kit and watch learning come to life as children investigate and discover each component in the interest areas of your classrooms.



Watch Children's Imaginations Come to Life

Selected for their versatility, durability, and appeal to young children, The Kodo Kit includes a variety of unique materials that have been tested and developed for use throughout the preschool years and provide children with opportunities to further explore and investigate in the interest areas of your classrooms.

Enhance Children's Experiences with *The Creative Curriculum® for Preschool*

To enhance the experiences children have in *The Creative Curriculum® for Preschool** classroom, but these materials are also a great fit for any preschool classroom setting.



What's Included:

The Kodo Kit Components	The Creative Curriculum® for Preschool study topics	Alignments to Objectives for Development and Learning					Alignments to Interest Areas								
		Cognitive	Mathematics	Science & Technology	Physical	The Arts	Blocks	Discovery	Dramatic Play	Toys and Games	Sand & Water	Outdoors	Art	Library	Music
All Purpose Ramps Set	Balls, Buildings, Roads, Sand, Simple Machines, Wheels	✓	✓	✓			✓	✓			✓	✓			
Antics Blocks	Insects, Gardening, Sand	✓	✓	✓			✓	✓		✓					
Building Sticks	Buildings, Music Making, Percussion Instruments, Trees	✓	✓	✓			✓	✓	✓	✓					
Count & Thread Stones	Clothes, Sand	✓	✓		✓				✓	✓	✓			✓	
Harlekino	Light, Buildings, Signs	✓	✓			✓	✓	✓		✓			✓		
Makedo Scrudrivers & Scrus	Buildings, Boxes, Simple Machines	✓		✓	✓	✓	✓	✓	✓				✓		
Marble Maze Ramps	Balls, Roads, Simple Machines	✓	✓	✓	✓			✓		✓					✓
Rainbow Pegboard	Tubes and Tunnels, Light	✓	✓	✓			✓	✓		✓					
Small Funnel Stand	How Does Rain Change the Environment?, Sand, Tubes and Tunnels, Water	✓	✓	✓	✓			✓			✓	✓			
See Inside Pipe (Set of 2)	Balls, Buildings, Roads, Simple Machines, Tubes and Tunnels, Water	✓	✓	✓			✓	✓			✓	✓			
Stackable Pans (Set of 3)	Bread, How Does Rain Change the Environment?, Music Making, Sand, Water	✓		✓		✓		✓	✓	✓	✓	✓			
Treasure Tubes	Tubes and Tunnels, Light, Insects, Water, Music Making, Sand	✓		✓		✓	✓	✓		✓					✓
Tunnels (Set of 2)	Balls, Buildings, Roads, Simple Machines, Tubes and Tunnels, Water	✓	✓	✓			✓	✓			✓	✓			
Water Canvas	Signs, Water	✓			✓	✓		✓		✓	✓		✓		
Wheels Pack	Roads, Simple Machines, Tubes and Tunnels, Wheels	✓	✓	✓			✓	✓	✓	✓					
Wood Balls	Balls, Roads, Trees, Tubes and Tunnels, Wheels	✓		✓	✓	✓	✓	✓				✓			

WARNING: CHOKING HAZARD
Small parts. Not for children under 3 yrs.

Buy The Kodo Kit

Call us to learn more at **1-800-637-3652**

Nonfiction Book Collection

for Preschool

Though frequently brimming with fiction, children's libraries often lack nonfiction books. Nonfiction books allow children to see themselves and the communities to which they belong and engage with real-life experiences from the world around them.

Nonfiction Books by Teaching Strategies

Teaching Strategies offers nonfiction books that highlight topics and concepts that children will love with exclusive titles for your library or to share with families at home.

Expand your classroom library with 19 nonfiction books, available in both English and Spanish.



Expand Your Library with Exclusive Nonfiction Books

English

1. Baking Bread With Grandma
2. Changes in Our World
3. Discovering Roads
4. Exercise: Let's Move and Play!
5. Growing Trees
6. Harvesting A Rainbow Garden
7. Insect Quest: Hide and Seek
8. Making Music With Instrument Families
9. My Neighbors and Their Simple Machines
10. Neighborhood Song
11. Sand Dwellers From Desert to Sea
12. Signs of All Kinds
13. The Business of Boxes
14. The Pets We Love
15. Tubes and Tunnels Through and Through
16. Water Wonders: Connect the Clues
17. Wheels on the Go!
18. Who Wears What?
19. World of Families

Spanish

1. Hornear pan con abuelita
2. Cambio en nuestro mundo
3. Descubriendo Carreteras
4. Ejercicio: A moverse y a jugar
5. Mi árbol crece
6. Cosecha un huerto de arcoíris
7. Búsqueda de insectos: Lo escondites
8. Hacer música con familias de instrumentos
9. Mis vecinos y sus máquinas simples
10. La canción del barrio
11. Habitantes de la arena desde el desierto hasta el mar
12. Señales y letreros de todo tipo
13. El mundo de las cajas
14. Las Mascotas que nos encantan
15. Tubos y túneles aquí y allá
16. Maravillas del agua: Conectar las pistas
17. Ruedas en movimiento
18. ¿Quién usa esto?
19. Un mundo de familia

Shop Our Children's Book Collection

Call us to learn more at **1-800-637-3652**

The books in the library above are planned to be available to ship in March 2022.

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Barefoot Books Collection



English Collection



Spanish Collection

FOR NEARLY 30 YEARS, our books have represented a vast array of cultures and perspectives, while also providing children of all backgrounds with a mirror of their own lives. Our mission is to create books that inspire children to be compassionate, creative, and curious global citizens.

The Barefoot Books collection features 23 engaging children's books with illustrations and storylines that reflect the wide range of experiences of the diverse families and communities to which children belong.

Enhance classroom libraries with a specially curated collection of Barefoot Books titles that support social-emotional development, cultural awareness, concepts related to positive relationships, phonological awareness, and STEM learning.



1. My Panda Sweater
2. I Took the Moon for a Walk
3. Emily's Tiger
4. I'm the Best!
5. A Gift for Amma: Market Day in India
6. Fun and Games: Everyday Play
7. Ready, Set, Go! Sports of All Sorts
8. The Wheels on the Bus
9. Lola's Fandango
10. The Elephants' Ears
11. Dr. Potts, My Pets Have Spots!
12. The Right Place
13. The Last Hazelnut
14. Skip through the Seasons
15. Thesaurus Rex
16. We All Go Traveling By
17. Will You Help Doug Find His Dog?
18. Outdoor Opposites
19. Out of the Blue
20. An Island in the Sun
21. The Beeman
22. My Friend Robot!
23. Home for a Tiger, Home for a Bear



1. Mi suéter de panda
2. Llevé a la Luna a pasear
3. El tigre de Emilia
4. El desayuno del príncipe
5. Un regalo para Amma: Día de mercado en India
6. Diversión y juegos para todos los días
7. ¡En sus marcas, listos, fuera! Deportes de todo tipo
8. Las ruedas del autobús
9. El fandango de Lola
10. Bear's Busy Family / La familia ocupada de Oso
11. Baila como una hoja
12. El lugar correcto
13. La última avellana
14. Un recorrido por las estaciones
15. Bear about Town/Oso en la ciudad
16. El mundo
17. ¿Ayudarás a Doug a encontrar su perro?
18. Inversos al aire libre
19. Cerca del agua
20. Juan y los frijoles mágicos
21. El Cuidador de Abejas
22. ¡Mi amigo Robot!
23. Hogar para un tigre, hogar para un oso



Buy the English Collection



Buy the Spanish Collection



Explore our full
Children's Book Collection.

TEACHING STRATEGIES, LLC SUBSCRIPTION SERVICES TERMS AND CONDITIONS

These Subscription Services Terms and Conditions (the "**Agreement**") set forth the terms pursuant to which Teaching Strategies, LLC ("TS") will provide _____ ("Subscriber") access to its subscription services ("**Services**") pursuant to one or more order forms (each an "**Order**") signed by Subscriber. The Services include proprietary content, activities, articles, tools, software applications, databases, and other materials.

1. **Services.**

- A. *License Grant.* Subject to Subscriber's continued compliance with this Agreement, including payment of all fees, TS hereby grants to Subscriber a limited, non-exclusive, non-transferable license to access and use the Services as provided herein, and to have Authorized Users, as defined below, use and access the Services in accordance with the foregoing grant.
- B. *Delivery and Access.* The Services will be provided through TS's website at www.teachingstrategies.com and such other sites as TS may designate (collectively, "**Website**"). Use of the Website is subject to additional terms and conditions contained within the Terms of Use and Privacy Policy set forth on the Website. Subscriber agrees that it will use the Services only as permitted herein. For the purpose of this Agreement, "**Authorized Users**" will include Subscriber's employees, contractors, consultants, and those auditors, governmental authorities and other individuals and entities who may require access to Subscriber Data, as defined below. Subscriber agrees to be responsible for all use of the Services by its Authorized Users. Any breach of the Agreement by an Authorized User will be deemed a breach by Subscriber. TS will in no event be liable for any misuse by an Authorized User of the rights granted hereunder.
- C. *Prohibited Activities.* Except as expressly authorized in this Agreement, Subscriber will not: (i) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Services or any portion thereof; (ii) use the Services as a component of or as a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution; (iii) modify, translate, or prepare any derivative work based on the Services; (iv) decompose, decode, or otherwise reverse engineer any TS technology; (v) allow any third party or unlicensed user or computer system to access or use the Services; or (vi) remove any proprietary notices or labels attached to the Services. Subscriber agrees to take all reasonable steps to protect the Services from unauthorized access, copying, or use.

2. **Administration of Services.**

- A. *Subscriber Administrator.* Subscriber may designate one (1) or more of its employees to serve as the administrator(s) for the Services. The administrator is responsible for (i) assigning and administering passwords and usernames to the Authorized Users; (ii) setting up and maintaining access and permission rights for the Authorized Users; and (iii) where applicable, inputting data regarding the Authorized Users.

- B. *Registration.* Subscriber will assign a unique username and password to all Authorized Users that will allow them to access and use the Services. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned. Each Authorized User will need to register his or her username and password with TS through the Website before the Authorized User can access the Services for the first time.
- C. *Password Protection.* Subscriber is solely responsible for the security of all usernames and passwords issued to Authorized Users. Subscriber agrees to comply at all times with the procedures specified by TS regarding password security. TS may cancel or suspend the use of a username and password in the event that it is misused by Subscriber or an Authorized User. The reissuance or reactivation of any canceled or suspended usernames or passwords will be at TS' sole discretion. Subscriber agrees to ensure that each Authorized User treats his or her username and password as confidential and will use his or her best efforts to prevent any third party from obtaining his or her password. Subscriber will immediately notify TS of any actual or potential unauthorized access to a password or to the Services. TS cannot and will not be liable for any loss or damage arising from Subscriber's or any Authorized Users' failure to comply with these obligations.
- D. *Instructions.* TS will make instructions regarding use of the Services available in electronic form on the Website, including instructions for accessing the Services, procedures for printing or storing data, and user identification and security procedures.
- E. *Retrieval of Data.* Upon termination of the Services, Subscriber will have forty-five (45) days to retrieve all Subscriber Data. TS will not be responsible for any Subscriber Data not retrieved within this period.
3. **Length of Services.** The initial term of the Services will be as set forth in an Order (the "**Term**"). The Term may be renewed by mutual written agreement of the parties via acceptance and execution of a renewal Order.
4. **Subscription Fee.** Access to the Services is subject to TS' receipt of the full amount of the subscription fee as set forth in an Order. Payment may be made by credit card or by check. TS may suspend Subscriber's access to and use of the Services if Subscriber fails to pay any amounts due within thirty (30) days of the execution of an Order. Suspension of the Services does not reduce Subscriber's liability to pay for past due fees. Subscriber is responsible for paying all applicable taxes and duties, including, without limitation, sales, use, excise, value-added, and franchise taxes, associated with its use of the Services and any transactions that result there from, except for taxes based on TS income. This clause will not apply if Subscriber is tax exempt and provides TS with a tax exempt certificate.
5. **Subscriber Data.** As between Subscriber and TS, Subscriber will own all right, title, and interest in and to the data submitted or input by Subscriber into the Services or processed, stored, handled, or analyzed by TS as a part of or to enable or facilitate the provision of the Services ("**Subscriber Data**"). Subscriber hereby grants TS a limited, non-exclusive right and license to use Subscriber Data to facilitate performance of the Services. Further, Subscriber acknowledges and agrees that during and after the Term, TS may use Subscriber Data in de-identified and aggregated form for purposes of enhancing the Services, analyzing usage trends, aggregated statistical analysis, technical support, and other business purposes. TS will handle all Subscriber Data in accordance with the Privacy Policy set forth on the Website.


6. Termination.

- A. *By TS.* TS may terminate this Agreement and Subscriber's access to the Services (i) upon written notice to Subscriber if Subscriber fails to pay or materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of notice; or (ii) immediately if Subscriber files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent, or is liquidated or otherwise dissolved.
- B. *By Subscriber.* Subscriber may terminate this Agreement by providing TS written notice of its intent to terminate if TS materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of such notice; or (ii) immediately if TS files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent or is liquidated or otherwise dissolved.
- C. *Effect of Termination.* Upon the expiration or earlier termination of this Agreement, Subscriber will promptly discontinue any further use of the Services. Subscriber will not be entitled to any refund of fees paid in the event of termination. This clause does not impact TS' right to collect any amount due hereunder, nor does it limit Subscriber's rights under termination for breach of Agreement by TS.
7. **Intellectual Property Rights.** TS will own and retain all right, title, and interest in and to the Services and any and all improvements, enhancements, or modifications thereto and all intellectual property rights related to any of the foregoing. Additionally, Subscriber agrees that the Services and its components are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any document, web page, or other component of the Services or any related materials or documentation.
8. **Warranties.** TS represents, warrants, and covenants that (i) its use of Subscriber Data during the Term of this Agreement will comply with its posted Privacy Policy; (ii) the Services will operate in substantial accordance with the specifications set forth in the documentation related to the Services; and (iii) it will use reasonable efforts to resolve operational problems related to the Services. Except as set forth herein, TS makes no other warranties and all other warranties, either express or implied, are hereby disclaimed, including but not limited to warranties of merchantability and fitness for a particular purpose. TS will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause, or due to errors or omissions of Subscriber. TS expressly limits its liability to Subscriber for any non-accessibility time or other down time to the pro-rata daily charge during the system unavailability.

Subscriber represents, warrants, and covenants that (i) it has the right and authority to enter into this Agreement and to use and disclose Subscriber Data; (ii) it has all necessary rights and permissions to grant access to the Services to its Authorized Users; (iii) it will obey all applicable laws, rules, and regulations in its use of the Services and Subscriber Data; (iv) Subscriber Data will not infringe upon any copyright, trademark, privacy right, right of publicity, or other proprietary right(s) of any third party; and (v) Subscriber Data will not contain any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory. Subscriber acknowledges that TS has no obligation to monitor Subscriber Data. However, in the event that TS becomes aware

that any Subscriber Data may or does violate the representations and warranties set forth herein, TS will have the right to remove such item(s) pending resolution.

- 9. Indemnification.** Subscriber agrees to indemnify, defend, and hold TS harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding based on allegations arising as a result of (i) any inaccuracies or errors within the materials, Subscriber Data, and/or other information provided by Subscriber; (ii) breach of this Agreement, including any of the representations or warranties contained herein, by Subscriber or an Authorized User; or (iii) Subscriber's use of the Services in violation of applicable law. TS agrees to indemnify, defend, and hold Subscriber harmless from and against any and all liability, damage, loss or expenses (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding alleging that the Services infringe or violate any United States patent, copyright or trademark. TS acknowledges that Subscriber's liability in any of the above listed circumstances may be limited or eliminated based upon applicable local, state, or federal law.
- 10. Limitation of Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS DELIVERED," AND CANNOT BE CUSTOMIZED OR MODIFIED. WITHOUT LIMITING THE FOREGOING, AND EXCLUDING THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, THE TOTAL LIABILITY OF TS FOR ANY REASON WHATSOEVER RELATED TO THE SERVICES WILL, IN NO EVENT, EXCEED THE FEES PAYABLE BY SUBSCRIBER TO TS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
- 11. General Terms.**
- A. *Severability.* If any provision of this Agreement is found to be invalid or unenforceable, such provision will be interpreted as to give maximum effect to its intended purpose without affect to the validity or enforceability of any other provision of this Agreement.
- B. *Legal Notice.* TS will provide any legal notice to Subscriber via mail at the address noted below. Subscriber must provide any legal notice to Teaching Strategies, LLC, Attn: Chief Financial Officer, 4500 East West Highway, Suite 300, Bethesda, MD, 20814, USA. Any legal notices provided without compliance with this section will have no legal effect.
- C. *Entire Agreement.* This Agreement, the Order, the Terms of Use, and the Privacy Policy effective as of the Order date constitute the entire, complete, and exclusive agreement between TS and Subscriber regarding the Services (“**Entire Agreement**”). The Entire Agreement supersedes all prior agreements and understandings, whether written or oral, whether established by custom, practice, policy, or precedent, with respect to the subject matter of this Agreement. The terms and conditions of this Agreement will prevail over any conflicting provisions in the Terms of Use.

(CUSTOMER)	Teaching Strategies, LLC
By (Signature):	By: 
Name (Print):	Name: Heather O'Shea
Title:	Title: Chief Financial Officer
Address:	Address: 4500 East West Highway, Suite 300
City, State, Zip Code	Bethesda, MD 20814
Date: / /	Date: / /
{{SBQQ__QUOTE__SBQQ__ACCOUNT_NAME}}	Teaching Strategies, LLC

TEACHING STRATEGIES, LLC SUBSCRIPTION SERVICES TERMS AND CONDITIONS

These Subscription Services Terms and Conditions (the "**Agreement**") set forth the terms pursuant to which Teaching Strategies, LLC ("**TS**") will provide _____ ("**Subscriber**") access to its subscription services ("**Services**") pursuant to one or more order forms (each an "**Order**") signed by Subscriber. The Services include proprietary content, activities, articles, tools, software applications, databases, and other materials.

1. Services.

- A. *License Grant.* Subject to the license quantity limits set forth on an Order and Subscriber's continued compliance with this Agreement, including payment of all fees, TS hereby grants to Subscriber a limited, non-exclusive, non-transferable license to access and use the Services as provided herein, and to have Authorized Users, as defined below, use and access the Services in accordance with the foregoing grant.
- B. *Delivery and Access.* The Services will be provided through <https://readyrosie.com/> and such other sites as TS may designate (collectively, "**Website**"). Use of the Website is subject to additional terms and conditions contained within the Privacy Policy and Terms of Use set forth on the Website. Subscriber agrees that it will use the Services only as permitted herein. For the purpose of this Agreement, "**Authorized Users**" will include Subscriber's employees who require access to Subscriber Data, as defined below. Subscriber agrees to be responsible for all use of the Services by its Authorized Users. Any breach of the Agreement by an Authorized User will be deemed a breach by Subscriber. TS will in no event be liable for any misuse by an Authorized User of the rights granted hereunder.
- C. *Prohibited Activities.* Except as expressly authorized in this Agreement, Subscriber will not: (i) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Services or any portion thereof; (ii) use the Services as a component of or as a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution; (iii) modify, translate, or prepare any derivative work based on the Services; (iv) decompose, decode, or otherwise reverse engineer any TS technology; (v) allow any third party or unlicensed user or computer system to access or use the Services; or (vi) remove any proprietary notices or labels attached to the Services. Subscriber agrees to take all reasonable steps to protect the Services from unauthorized access, copying, or use.

2. Administration of Services.

- A. *Subscriber Administrator.* Subscriber shall designate one (1) or more of its employees to serve as the administrator(s) for the Services. The administrator is responsible for (i) providing TS with a list of names, emails, and level of access of Authorized Users; (ii) communicating any changes in Authorized Users to TS; and (iii) where applicable, inputting informational data regarding the Authorized Users.

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- B. *Registration for Educator Access.* Subscriber will provide TS with name and email information of the Authorized Users for the purpose of creating their accounts. Upon account creation, an automatic email will be sent notifying them that an account has been created and provide instructions regarding logging into their account and the initial creation of a password. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned. Each Authorized User will need to register his or her password with TS through the Website before the Authorized User can access the Services for the first time.
- C. *Registration for Parent/Caregiver Access.* Parents and Caregivers who are directly affiliated with Subscriber will receive caregiver access to the Services either by electronic invitation by those with Educator Access or through a self-registration process.
- D. *Password Protection.* Subscriber is solely responsible for the security of all usernames and passwords issued to Authorized Users. Subscriber agrees to comply at all times with the procedures specified by TS regarding password security. TS may cancel or suspend any account credentials in the event that the account is misused or if TS has reason to believe that such account credentials are being used by a person who is not an Authorized User. The reissuance or reactivation of any canceled or suspended usernames or passwords will be at TS's sole discretion. Subscriber agrees to ensure that each Authorized User treats his or her username and password as confidential and will use his or her best efforts to prevent any third party from obtaining his or her password. Subscriber will immediately notify TS of any actual or potential unauthorized access to a password or to the Services. TS cannot and will not be liable for any loss or damage arising from Subscriber's or any Authorized Users' failure to comply with these obligations.
- E. *Retrieval of Data.* Upon termination of the Services, Subscriber will have forty-five (45) days to retrieve all Subscriber Data. TS will not be responsible for any Subscriber Data not retrieved within this period.
3. **Length of Services.** The initial term of the Services will be as set forth in an Order (the "**Term**"). The Term may be renewed by mutual written agreement of the parties via acceptance and execution of a renewal Order.
4. **Subscription Fee.** Access to the Services is subject to TS's receipt of the full amount of the subscription fee as set forth in an Order. TS may suspend Subscriber's access to and use of the Services if Subscriber fails to pay any amounts due within thirty (30) days of the execution of an Order. Suspension of the Services does not reduce Subscriber's liability to pay for past due fees. Subscriber is responsible for paying all applicable taxes and duties, including, without limitation, sales, use, excise, value-added, and franchise taxes, associated with its use of the Services and any transactions that result there from, except for taxes based on TS income. This clause will not apply if Subscriber is tax exempt and provides TS with a tax exempt certificate.
5. **Subscriber Data.** As between Subscriber and TS, Subscriber will own all right, title, and interest in and to the data submitted or input by Subscriber into the Services or processed, stored, handled, or analyzed by TS as a part of or to enable or facilitate the provision of the Services ("**Subscriber Data**"). Subscriber hereby grants TS a limited, non-exclusive right and license to use Subscriber Data to facilitate performance of the Services. Further, Subscriber acknowledges and agrees that during and after the Term, TS may use Subscriber Data in anonymized and aggregated form for purposes of enhancing the Services, analyzing usage trends, aggregated

statistical analysis, technical support, and other business purposes. TS will handle all Subscriber Data in accordance with the Privacy Policy set forth on the Website.

6. Termination.

- A. *By TS.* TS may terminate this Agreement and Subscriber's access to the Services (i) upon written notice to Subscriber if Subscriber fails to pay or materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of notice; or (ii) immediately if Subscriber files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent, or is liquidated or otherwise dissolved.
- B. *By Subscriber.* Subscriber may terminate this Agreement by providing TS written notice of its intent to terminate if TS materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of such notice
- C. *Effect of Termination.* Upon the expiration or earlier termination of this Agreement, Subscriber will promptly discontinue any further use of the Services. Subscriber will not be entitled to any refund of fees paid in the event of termination. This clause does not impact TS's right to collect any amount due hereunder, nor does it limit Subscriber's rights under termination for breach of Agreement by TS.

7. Intellectual Property Rights. TS will own and retain all right, title, and interest in and to the Services and any and all improvements, enhancements, or modifications thereto and all intellectual property rights related to any of the foregoing. Additionally, Subscriber agrees that the Services and its components are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any document, web page, or other component of the Services or any related materials or documentation.

8. Warranties. TS represents, warrants, and covenants that (i) its use of Subscriber Data during the Term of this Agreement will comply with its posted Privacy Policy; (ii) the Services will operate in substantial accordance with the specifications set forth in the documentation related to the Services; and (iii) it will use reasonable efforts to resolve operational problems related to the Services. Except as set forth herein, TS makes no other warranties and all other warranties, either express or implied, are hereby disclaimed, including but not limited to warranties of merchantability and fitness for a particular purpose. TS will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause, or due to errors or omissions of Subscriber. TS expressly limits its liability to Subscriber for any non-accessibility time or other down time to the pro-rata daily charge during the system unavailability.

Subscriber represents, warrants, and covenants that (i) it has the right and authority to enter into this Agreement and to use and disclose Subscriber Data; (ii) it has all necessary rights and permissions to grant access to the Services to its Authorized Users; (iii) it will obey all applicable laws, rules, and regulations in its use of the Services and Subscriber Data; (iv) Subscriber Data will not infringe upon any copyright, trademark, privacy right, right of publicity, or other proprietary right(s) of any third party; and (v) Subscriber Data will not contain any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory. Subscriber acknowledges that TS has no obligation to monitor Subscriber Data. However, in the


event that TS becomes aware that any Subscriber Data may or does violate the representations and warranties set forth herein, TS will have the right to remove such item(s) pending resolution.

9. **Indemnification.** Subscriber agrees to indemnify, defend, and hold TS harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding based on allegations arising as a result of (i) any inaccuracies or errors within the materials, Subscriber Data, and/or other information provided by Subscriber; (ii) breach of this Agreement, including any of the representations or warranties contained herein, by Subscriber or an Authorized User; or (iii) Subscriber's use of the Services in violation of applicable law. TS agrees to indemnify, defend, and hold Subscriber harmless from and against any and all liability, damage, loss or expenses (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding alleging that the Services infringe or violate any United States patent, copyright or trademark. TS acknowledges that Subscriber's liability in any of the above listed circumstances may be limited or eliminated based upon applicable local, state, or federal law.
10. **Limitation of Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS DELIVERED," AND CANNOT BE CUSTOMIZED OR MODIFIED. WITHOUT LIMITING THE FOREGOING, AND EXCLUDING THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, THE TOTAL LIABILITY OF TS FOR ANY REASON WHATSOEVER RELATED TO THE SERVICES WILL, IN NO EVENT, EXCEED THE FEES PAYABLE BY SUBSCRIBER TO TS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
11. **General Terms.**
- A. *Severability.* If any provision of this Agreement is found to be invalid or unenforceable, such provision will be interpreted as to give maximum effect to its intended purpose without affect to the validity or enforceability of any other provision of this Agreement.
- B. *Legal Notice.* TS will provide any legal notice to Subscriber via mail at the address noted below. Subscriber must provide any legal notice to Teaching Strategies, LLC, Attn: Chief Financial Officer, 4500 East West Highway, Suite 300, Bethesda, MD, 20814, USA. Any legal notices provided without compliance with this section will have no legal effect.
- C. *Entire Agreement.* This Agreement, the Order, and the Privacy Policy effective as of the Order date constitute the entire, complete, and exclusive agreement between TS and Subscriber regarding the Services ("**Entire Agreement**"). The Entire Agreement supersedes all prior agreements and understandings, whether written or oral, whether established by custom, practice, policy, or precedent, with respect to the subject matter of this Agreement.

4500 East West Highway • Suite 300 • Bethesda, MD 20814

Phone 301-634-0818

www.TeachingStrategies.com

	Teaching Strategies, LLC
By (Signature):	By: 
Name:	Name: Heather O'Shea
Title:	Title: Chief Financial Officer
Address:	Address: 4500 East West Highway, Suite 300
	Bethesda, MD 20814
Date:	Date:

Terms for In-Person Professional Development

Professional Development and Training is delivered subject to the following terms: (i) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly; (ii) Fees for training are based on a maximum number of 30 attendees per session. An additional fee of \$75 will be charged for each attendee in excess of this maximum; (iii) If multiple sessions are scheduled, an additional fee of \$300 may be charged for sessions scheduled on non-consecutive days; (iv) Additional fees, including travel expenses, will also apply for each session not scheduled at least 30 days in advance; (v) Customer agrees to arrange for a facility with sufficient space for the number of attendees, and to provide any necessary supplies and equipment, including food, beverages, microphones, speakers, projects, computers and viewing screens; and (vi) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee. Note that the materials are copyrighted and may not be reproduced or distributed except in accordance with this provision without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

In the event of cancellation by the Customer, the following cancellation fees will apply:
Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.
Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.
Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:
Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of \$300.
Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of \$790.
Scheduling with less than a 24-hour notice, Customer is invoiced an additional fee of \$790 and also for any additional travel expenses incurred due to last minute travel scheduling.

Terms for Virtual Professional Development

Professional Development and Training is delivered subject to the following terms: (i) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly; (ii) Fees for training are based on a maximum number of 30 attendees per session. An additional fee of \$75 will be charged for each attendee in excess of this maximum; (iii) Additional fees will also apply for each session not scheduled at least 30 days in advance; and (iv) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee. Note that the materials are copyrighted and may not be reproduced or distributed except in accordance with this provision without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

In the event of cancellation by the Customer, the following cancellation fees will apply:
Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.
Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.
Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:
Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of \$300.
Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of \$790.