

# TIPS VENDOR AGREEMENT

Between Edgenuity Inc. and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

## RFP 180306 Technology Solutions Products and Services (2)

### General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# Terms and Conditions

## Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

## Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

## Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

**The Agreement with TIPS is for a two (2) year term with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. Example: If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.**

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

### **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is no higher than Vendor's current prices on order by other for products of the kind and specification covered by this Agreement for similar quantities under like conditions and methods of purchase and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all third party claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all third party claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all third party claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

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

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**Miscellaneous**

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

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **Form of Agreement**

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

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

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

#### **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

#### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

**Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

**Legal obligations**

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

**Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.



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

### **Services**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the

TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

### **Incorporation of Solicitation**

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

## Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RFP 170306 Technology Solutions, Products and Services

Company Name Edgenuity Inc.

Address 8860 East Chaparral RD. Suite 100

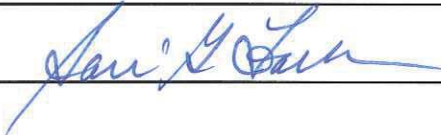
City Scottsdale State AZ Zip 85250

Phone 480-675-7284 X1122 Fax 480-423-0213

Email of Authorized Representative bids@edgenuity.com

Name of Authorized Representative Sari G. Factor

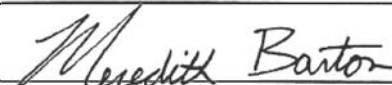
Title Chief Executive Officer

Signature of Authorized Representative 

Date June 4, 2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 6/5/18

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x			Department Building
Fax				Floor/Room
Bid Number	180306	Department Building		Telephone
Title	Technology Solutions Products and Services (2)			Fax
Bid Type	RFP			Email
Issue Date	3/1/2018 08:05 AM (CT)	Floor/Room		
Close Date	4/30/2018 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

## Supplier Information

Company Edgenuity Inc.  
Address 8860 East Chaparral Road, Suite 100  
  
Scottsdale, AZ 85250

Contact  
Department  
Building  
Floor/Room  
Telephone (480) 423-0118  
Fax (480) 423-0213  
Email  
Submitted 4/30/2018 12:21:11 PM (CT)  
Total \$0.00

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

Signature Sari G. Factor

Email bids@edgenuity.com

## Supplier Notes

## Bid Notes

This is a supplemental RFP and if you were awarded on TIPS RFP 170306 and you do not wish to modify your contract with a new proposal, you SHOULD NOT propose on this solicitation. Both have the same termination date.

## Bid Activities

## Bid Messages

## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AK, AR, ID, IN, LA, MN, NE, SC, TN, UT, WY
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Founded in 1998, Edgenuity Inc. is a leading provider of online and blended learning solutions, offering a comprehensive suite of K-12 digital curriculum. We partner with elementary, middle, and high schools nationwide to deliver core courses, credit recovery, intervention, supplemental instruction, test preparation, and professional development. The AdvancED accredited curriculum is fully-aligned to the Common Core and applicable state standards, and is built in accordance with iNACOL Standards.
6	Primary Contact Name	Primary Contact Name	Lynette McVay
7	Primary Contact Title	Primary Contact Title	Director of School Funding
8	Primary Contact Email	Primary Contact Email	bids@edgenuity.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4806757284
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4804230213
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7708203767
12	Secondary Contact Name	Secondary Contact Name	Paul Mojica
13	Secondary Contact Title	Secondary Contact Title	Business Analyst

14	Secondary Contact Email	Secondary Contact Email	rfps@edgenuity.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4806757284
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4804230213
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7372267047
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Sarah Shepard
19	Admin Fee Contact Email	Admin Fee Contact Email	ar@edgenuity.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4806757284
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Sarah Shepard
22	Purchase Order Contact Email	Purchase Order Contact Email	ar@edgenuity.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4806757284
24	Company Website	Company Website (Format - www.company.com)	www.edgenuity.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	31-1692050
26	Primary Address	Primary Address	8860 E. Chaparral Road, Suite 100
27	Primary Address City	Primary Address City	Scottsdale
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AZ
29	Primary Address Zip	Primary Address Zip	85250
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Edgenuity, technology, digital, software, blended, virtual, teacher, teaching, teach, supplement, supplementary, educational, education, distance, classroom, school, learning, learner, academic, instruction, instructional, materials, technology, school, curriculum, content, intervention, remediation, enrichment, advancement, honors, credit recovery, core, courses, course, courseware, online, e-books, e-texts, e-learning, subjects, test, preparation, prescriptive, diagnostic, assessment, test, tests, elementary, middle school, high school, primary, secondary, K-5, 6-8, 9-12, K-12, math, mathematics, reading, science, language arts, English, ELA, language, writing, literacy, social studies, history, civics, world language, foreign language, dual credit, electives, career, AP, Advanced Placement, special education, EL, ELL, ESL, ESOL, gifted, MyPath, Pathblazer,

31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Scottsdale
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Arizona
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	Not applicable
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)



40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	7
45	Years Experience	Company years experience in this category?	20
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes

49 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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

50 Texas HB 89- Texas Government code §2270 compliance

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

The relevant section addressed by this form reads as follows:

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

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.  
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.  
I swear and affirm that the above is true and correct by a "YES" response.

- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ
- If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686
- No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ
- If yes (above), have you filed a form CIQ as directed here?
- 53 Regulatory Standing
- I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.
- Yes
- 54 Regulatory Standing
- Regulatory Standing explanation of no answer on previous question.
- Not applicable
- 55 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- By submission of this bid or proposal, the Bidder certifies that:
- (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

1. By agreeing to the Attribute question #56, 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.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Yes

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.  
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).  
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)  
All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Yes

Not a negotiable term. Failure to agree will render your

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

- |    |  |   |                        |
|----|--|---|------------------------|
| 59 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p>   | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts                       | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p>   | Yes                    |
| 61 | 2 CFR PART 200 Termination                     | <p>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)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes                    |

62	2 CFR PART 200 Clean Air Act	Yes
63	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?</p>	Yes
64	<p>2 CFR PART 200 Federal Rule</p> <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes



67 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
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68 Remedies Explanation of No Answer		Not applicable
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69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
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70 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes
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Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

71	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
72	Alternative Dispute Resolution Explanation of No Answer		Not applicable
73	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
74	Infringement(s) Explanation of No Answer		Not applicable
75	Acts or Omissions	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
76	Acts or Omissions Explanation of No Answer		Not applicable
77	Contract Governance	<p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>	Yes

78 Payment Terms and Funding Out Clause

Payment Terms:

Yes

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

79 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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

Fingerprint

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

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

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

80 Texas Education Code Chapter 22 Contractor  
Certification for Contractor Employees

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

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

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

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

Some

81 Solicitation Deviation/Compliance

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

No

82	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	Due to the formatting requirements of this attribute, please see the file titled Edgenuity's Requested Exceptions, Deviations, Terms and Conditions. This file has been uploaded in the "Supplementary" section of the Response Attachments tab.
83	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	No
84	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	Due to the formatting requirements of this attribute, please see the file titled Edgenuity's Requested Exceptions, Deviations, Terms and Conditions. This file has been uploaded in the "Supplementary" section of the Response Attachments tab.
85	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items		
Response Total:		\$0.00

## REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Hamilton County Schools - Chattanooga, TN	John Maynard - Secondary Education Coordinator / CTE Director	maynard_j@hcde.org	423-209-8400
Lafayette Parish School System - Lafayette, LA	James Coutee - Supervisor of Virtual Learning, eCampus Virtual Learning Program	jjcoutee@lpssonline.com	337-521-7047
Henrico County Public Schools - Henrico, VA	Justine Jordan – Extended Learning Specialist, Academy at Virginia Randolph	jcjordan@henrico.k12.va.us	804-652-3027
Amphitheater School District - Tucson, AZ	Michael Bejarano - Chief Academic Officer	mbejaran@amphi.com	520-696-5170

## Certification Regarding Lobbying

---

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

---

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**Edgenuity Inc.**

\_\_\_\_\_  
Name of Organization

8860 E. Chaparral Rd, Suite 100 | Scottsdale, AZ 85250

\_\_\_\_\_  
Address, City, State and Zip of Organization

**Sari G. Factor, Chief Executive Officer**

\_\_\_\_\_  
Name & Title of Submitting Official

\_\_\_\_\_  
Signature

**April 27, 2018**

\_\_\_\_\_  
Date



FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, 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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

**Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

**Official:** Sari G. Factor, Chief Executive Officer

**Print Authorized Company Official's Name**

**A.** My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

**Signature of Authorized Company Official:** \_\_\_\_\_

**OR**

**B.** My firm is not owned nor operated by anyone who has been convicted of a felony:

**Signature of Authorized Company Official:** 

**OR**

**C.** My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

**Signature of Authorized Company Official:** \_\_\_\_\_

**CERTIFICATION BY CORPORATE OFFERER**

**IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** Edgenuity Inc.  
(Name of Corporation)

I, Steven J. Berger certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

**named as OFFERER herein above; that**

Sari G. Factor  
(Name of person who completed proposal document)

**who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as**

Chief Executive Officer  
(Title/Position of person signing proposal/offer document within the corporation)

**of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.**

See attached  
CORPORATE SEAL if available

See attached  
SIGNATURE

April 26, 2018  
DATE

MEETING OF THE BOARD OF DIRECTORS

OF

Edgenuity Inc.

A meeting of the Board of Directors of Edgenuity Inc. ("Edgenuity" or "Corporation") was held on August 28, 2015, whereby a resolution was passed which assigned signature authority to certain Edgenuity officers.

1. This Resolution hereby rescinds three Resolutions related to the grant of signing authority and dated May 9, 2012, July 31, 2013 for new lease, and July 31, 2013 for customer contracts.
2. This Resolution authorizes Sari Factor or David Alderslade, as duly appointed Officers of Edgenuity, by her or his signature, to execute and deliver contracts, documents and bonds in the name of and on behalf of the Corporation, and such execution and delivery of a contract of obligation in the Corporation's name on its behalf shall be valid and binding on the Corporation. This authorization is effective from such time as Sari Factor or David Alderslade began signing on behalf of the Corporation.
3. This resolution authorizes Sari Factor or David Alderslade to authorize an alternate signer in writing, for a specified purpose or date range. Such alternate signer will be an officer of the Corporation.
4. This resolution authorizes Kelly Staniec, as a duly appointed Officer of Edgenuity, to execute and deliver non-financially binding documents, tax filings, business filings, documentation supporting RFP-type submissions and similar business submissions in the name of and on behalf of the Corporation, and such execution and delivery of such matters in the Corporation's name on its behalf shall be valid and binding on the Corporation. This authorization is effective from such time as Kelly Staniec began signing on behalf of the Corporation.



---

Steven Berger  
Treasurer and Secretary of Edgenuity Inc.

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?**

(Check one)

☐ YES or NO ☒

**2. If yes to #1, do you agree to comply with the following federal requirements?**

(Check one)

☐ YES or NO ☐

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.

Company Name Edgenuity Inc.

Print name of authorized representative Sari G. Factor, CEO

Signature of authorized representative 

Date April 27, 2018



## Texas Government Code 2270 Verification Form

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

The relevant section addressed by this form reads as follows:

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

I, Sari G. Factor as an authorized representative of

Edgenuity Inc., a contractor/vendor

Insert Name of Company

engaged by


ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

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

AND

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

I swear and affirm that the above is true and correct.

  
Signature of Named Authorized Company Representative

April 27, 2018

Date

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A  
WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED  
MATERIALS.**

**CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT  
REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS  
GOVERNMENT CODE, CHAPTER 552**

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**If you claim that parts of your proposal are confidential, complete the top section below.**

**I claim part of my proposal to be confidential and DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

Edgenuity Inc.

**Name of company claiming confidential status of material**

Sari G. Factor, Chief Executive Officer

**Printed Name and Title of authorized company officer claiming confidential status of material**

8860 E. Chaparral Rd, Suite 100                      Scottsdale                      AZ                      85250                      480-675-7284

**Address    City    State      ZIP    Phone**

ATTACHED ARE COPIES OF   2   PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature  Date April 27, 2018

**OR** \_\_\_\_\_

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**Express Waiver: I desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

**Printed Name authorized company officer**

**Title of authorized company officer**

**Address    City    State      ZIP    Phone**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Edgenuity Inc. is a leading provider of **online and blended learning solutions**, offering a comprehensive suite of fully customizable **K-12 digital curriculum**. We partner with elementary, middle, and high schools nationwide to deliver core courses, credit recovery, intervention, supplemental instruction, test preparation, and professional development. The AdvancED accredited curriculum is fully-aligned to the Common Core and applicable state standards, and is built in accordance with iNACOL Standards.

Since its beginning, Edgenuity's mission has been to drive positive academic outcomes and help students at all skill levels realize academic success by providing quality, rigorous digital curriculum that goes beyond the standards. We continue to research what is most effective in online education – both for students on our platform and those learning through other means – to continuously improve student engagement and encourage more time on task, two very important indicators of successful academic outcomes.

Edgenuity curriculum has been adopted or approved for online instruction in many states across the country. Schools and districts can trust that our curriculum meets their state's objectives. In addition, permissioned educators are equipped with powerful customization tools to further modify and customize the content to help meet local benchmarks and achieve success. Please see Edgenuity's website for course lists and solutions by state at: <https://www.edgenuity.com/state-solutions/>.

The following pages demonstrate how Edgenuity offers personalized learning solutions at all grade levels.



# Elementary School



Foundational Skills +  
Intervention Solutions for  
Students in Grades K–6



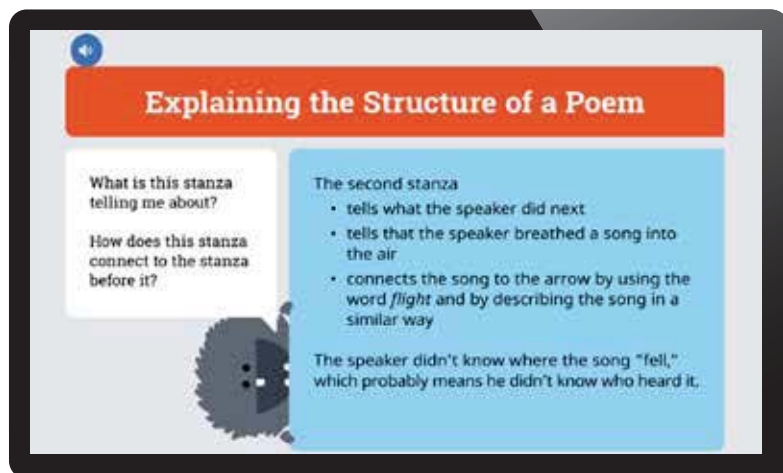
# Flexible Solutions that Ensure All Children Are on a Path to Success

Elementary school teachers need engaging tools they can use throughout the school day to help students build foundational learning skills. Edgenuity's online solutions ensure our youngest learners receive the instruction and practice they need to close early gaps and master essential skills in mathematics and reading in order to be successful learners today and in the future.

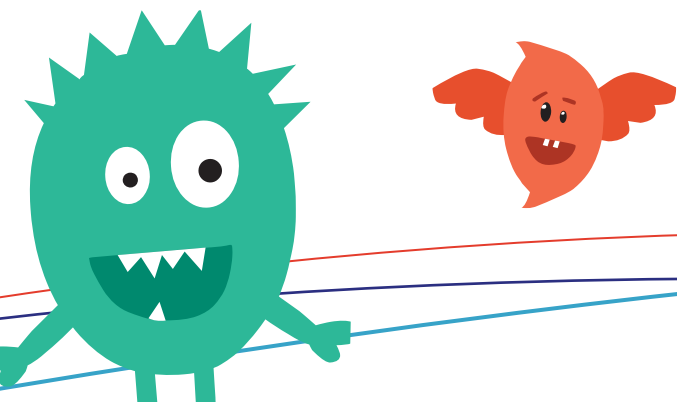
## Foundational Skills

**Reinforce essential grade-level skills in math and reading.**

Hybridge® offers dynamic online content that can be used alongside core instruction to help students practice and master grade-level skills. This flexible program is aligned to Common Core and state standards and offers an easy transition to blended learning in elementary school classrooms.



- **TEACHER CONTROL:** Teachers can use a lesson-driven model that aligns to your class or district scope and sequence. Or, teachers can enable individual learning progressions based on diagnostic results so each student receives precisely the right instruction when needed.
- **ENGAGING INSTRUCTION:** Dynamic, interactive, and age-appropriate videos, animation, and manipulatives deliver explicit instruction, guided practice, independent practice, just-in-time reteaching, and assessments.
- **EMBEDDED SCAFFOLDS:** Hybridge offers continuous learning support, including answer-specific feedback and non-repetitive reteaching, so when a student doesn't understand a skill, he or she doesn't just see the same thing over again.
- **ASSESSMENT INTEGRATIONS:** Hybridge integrates fully with NWEA™ MAP® Growth™, Scantron® Performance Series®, and Renaissance Star 360® assessments to deliver instruction based directly on trusted assessment results.





## Personalized Intervention

Close gaps to help ensure students are on a path to success.

Because solid literacy skills and core math concepts are key first steps toward academic success, Pathblazer® gives students the support they need to move toward grade-level proficiency.

A toy store received a shipment of stuffed animals that are in boxes that are 1 cubic foot. Latasha is stacking the boxes 6 boxes long, 5 boxes wide, and 7 boxes high. What is the volume of the stack of boxes?

30  
30  
30  
30  
30  
30

7  
5  
6

$30 \times 7 = 210$

The volume is 210 cubic ft.

- **ASSESS STUDENTS:** Students begin with an adaptive screener to determine functional level, then take a diagnostic pretest to pinpoint specific skill gaps. Or, schools can import data from Renaissance Star 360, NWEA MAP Growth, or Scantron Performance Series assessments to create prescriptive learning paths with no additional testing.
- **PROVIDE PERSONALIZED INSTRUCTION:** Each student is provided with an individualized learning path designed to fill gaps and accelerate them to on-level mastery. All lessons are built around a gradual-release instructional model of explicit instruction, supported practice, independent practice, and assessment.
- **MONITOR PROGRESS:** Pathblazer intervention reports track student progress toward standards mastery, inform small group instruction, and help teachers plan for one-on-one time with students.



Edgenuity

**Pathblazer®**



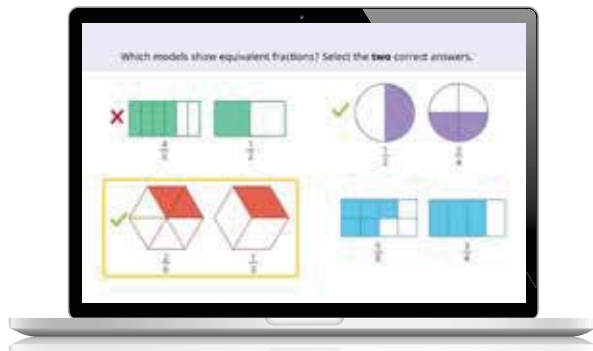
# Continuous Learning Support

Every lesson in Hybridge and Pathblazer includes a gradual-release instructional model so students receive both the instruction and practice they need to master each skill.

## EXPLICIT INSTRUCTION



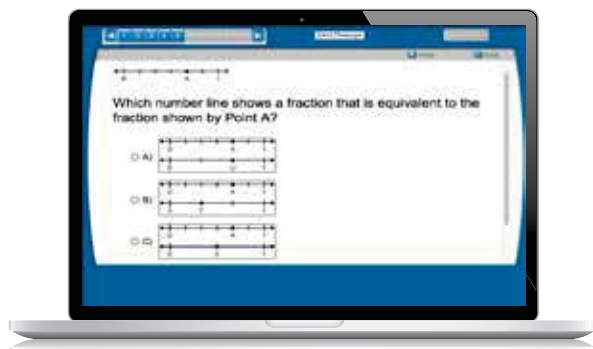
## SUPPORTED PRACTICE



## INDEPENDENT PRACTICE



## ASSESSMENTS



[edgenuity.com/elementary-school](https://edgenuity.com/elementary-school)

877.7CLICKS

[solutions@edgenuity.com](mailto:solutions@edgenuity.com)

NWEA and MAP Growth are registered trademarks of Northwest Evaluation Association.

Scantron and Performance Series are trademarks of the Scantron Corporation.

Renaissance Star 360 is a trademark of Renaissance.

myON is a trademark of Capstone Publishers, Inc.

 **Edgenuity**  
where learning clicks

Copyright © Edgenuity Inc

# Middle School



Online + Blended  
Learning Solutions for  
Students in Grades 6–8



# Personalized Solutions that Ensure Academic Success

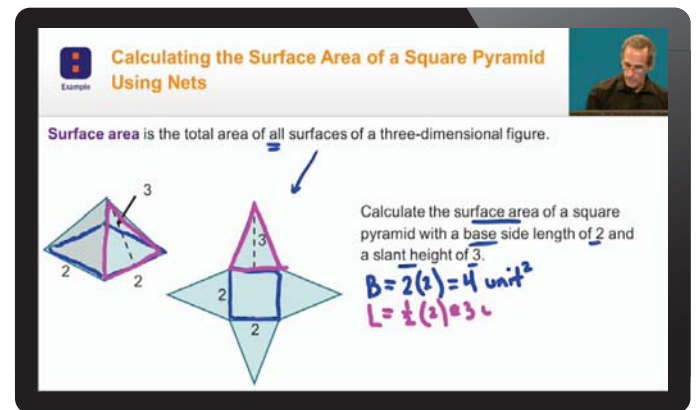
Today's middle school classrooms need rigorous, engaging learning tools that support students' varied learning styles. Edgenuity's online solutions help students receive the instruction and practice they need to excel academically. Plus, with real-time data, customization, and management tools, teachers and administrators have the resources they need to intervene, motivate, and foster success.

## Online Curriculum

**Help students build content knowledge, critical thinking, and study skills.**

Edgenuity Courseware™ for ELA, math, science, social studies, world languages, CTE, and electives is designed to help students meet the rigor of Common Core and state standards. Our courses can be used for initial credit, content, concept, or credit recovery, or in conjunction with other classroom resources to ensure subject-area mastery.

- **DIRECT INSTRUCTION VIDEOS:** Expert on-screen teachers provide instruction, model strategic thinking, and make real-world connections.
- **INTERACTIVE TASKS AND ASSIGNMENTS:** Students read, write, explore, create, practice, predict, and more in order to develop analytical and critical-thinking skills.
- **FORMATIVE AND SUMMATIVE ASSESSMENTS:** A variety of assessments test for mastery and provide immediate, actionable feedback for students and teachers.
- **INTERACTIVE LEARNING TOOLS:** A full suite of learning tools and scaffolds, including read aloud and text translation, help students access content, organize information, and complete assignments.



# Personalized Intervention



Edgenuity  
**MyPath**®

**Help students catch up, keep up, or get ahead.**

MyPath™ is an online intervention program that offers data-driven differentiated instruction for mathematics and reading.

- **ASSESS STUDENTS:** A placement exam determines the best instruction for each student. Or, schools can import scores from NWEA™ MAP® Growth™, Renaissance Star 360®, and Scantron® Performance Series® assessments to develop recommendations based on data you already have.
- **PERSONALIZE INSTRUCTION:** Based on the assessment data, the system automatically recommends an Individualized Learning Path that focuses on the skills and concepts each student is ready to learn.
- **MONITOR PROGRESS:** Detailed and dynamic reports provide educators with the tools to identify topics that are challenging for students and create flexible groups for reteaching.



## Test Readiness



Edgenuity  
**UpSmart**®

**Ensure every student can be successful with adaptive practice, assessment, and instruction.**

UpSmart™ is a new supplemental learning program designed to ensure all students in grades 6–8 can demonstrate mastery of state standards in ELA and math. The program uses adaptive assessments to continually determine what each student is ready to learn and then provides the right level of instruction and practice for each topic.

- **TOPIC SCREENER:** Students begin each topic with a short, targeted assessment designed to place students into the right level.
- **ADAPTIVE PRACTICE:** Students respond to a highly adaptive set of technology-enhanced tasks that reinforce and assess the skills in each level.
- **JUST-IN-TIME INSTRUCTION:** Students can receive a number of scaffolds—hints, answer-specific feedback, and direct instruction and modeling—to help them complete tasks and develop a deeper understanding of the skill being assessed.

# Support for All Students

Embedded scaffolds and learning tools in our Edgenuity Courseware and MyPath support all students, including English language learners and students with special needs.

## TOOLBAR

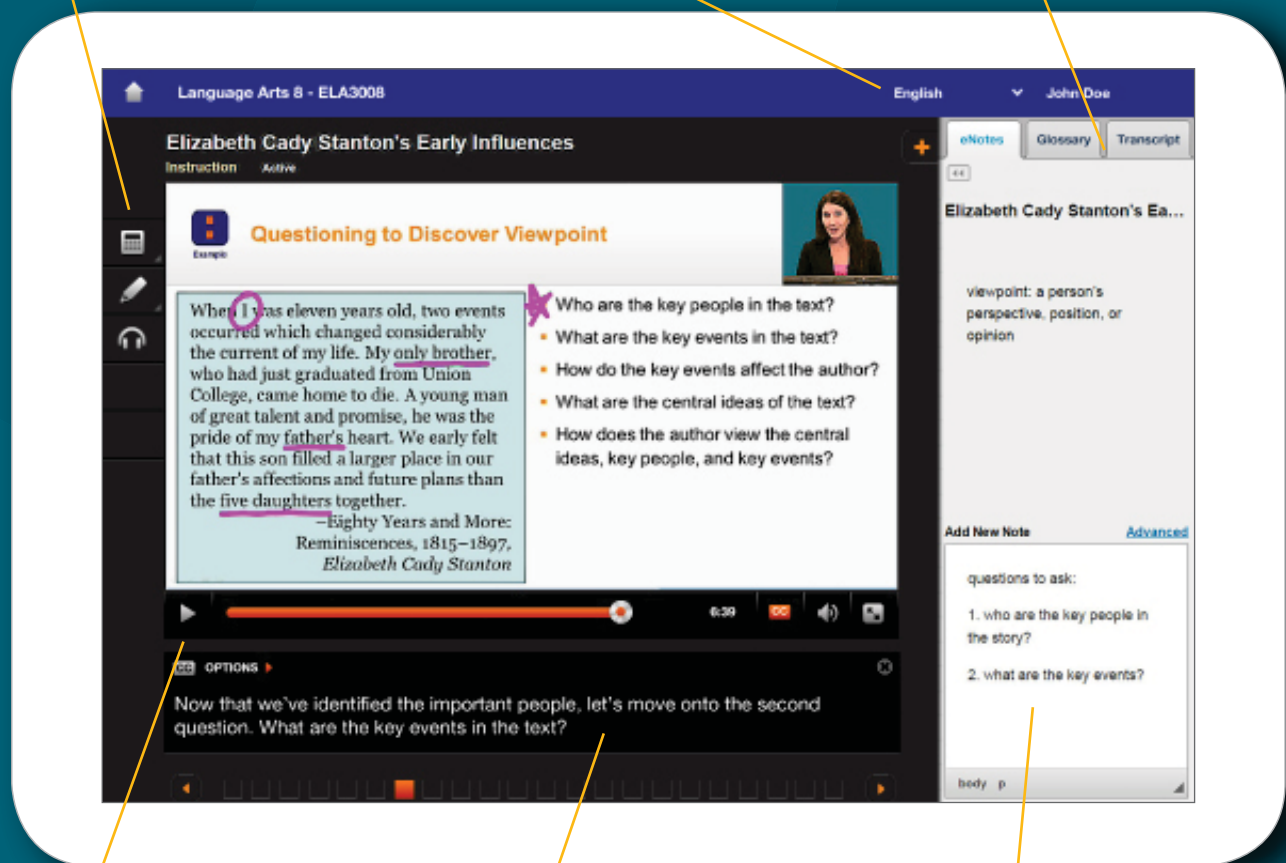
A robust toolbar provides highlighting, text annotation, read aloud, and lesson-specific tools.

## TRANSLATIONS

Students can translate on-screen text into their home language.

## GLOSSARY + TRANSCRIPT

Students can access a lesson glossary and a complete lesson transcript.



## VIDEO

Students can pause and rewind any video to hear challenging concepts explained again.

## CAPTIONS

Students can view simultaneous captions for all lessons.

## DIGITAL NOTEBOOK

Students can take notes as they learn, encouraging active learning and providing a record teachers can review in real time.

Learn how Edgenuity can help you meet your academic goals and more at: [edgenuity.com/middle-school](https://edgenuity.com/middle-school)

877.7CLICKS  
[solutions@edgenuity.com](mailto:solutions@edgenuity.com)



# High School



**Online + Blended Learning Solutions  
for Students in Grades 9–12**



# Rigorous Solutions that Ensure Students are College and Career Ready

The path to graduation does not look the same for every high school student. That's why Edgenuity's online solutions can help students close learning gaps, recover credits, and meet graduation requirements. Our courses can also help advanced students explore career interests, earn dual credits, and pursue Advanced Placement® options.

Regardless of the path students take, Edgenuity can help to engage and motivate students, as they prepare for future success.



## Online Curriculum

**Provide opportunities for initial credit or credit recovery.**

Edgenuity Courseware™ for ELA, math, science, social studies, world languages, Advanced Placement, CTE, and electives are designed to help students meet the rigor of Common Core and state standards and ensure subject-area mastery.

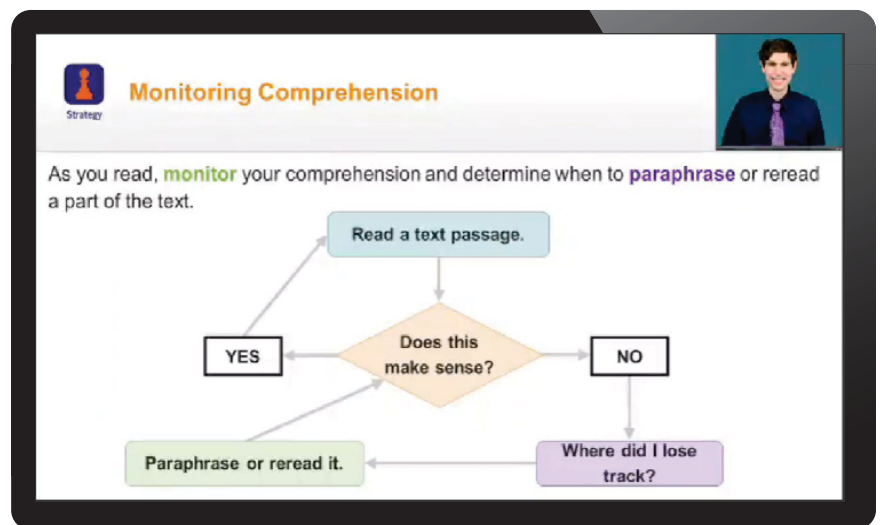
- **DIRECT INSTRUCTION VIDEOS:**

Expert on-screen teachers provide instruction, model strategic thinking, and make real-world connections.

- **INTERACTIVE TASKS AND ASSIGNMENTS:** Students read, write, explore, create, practice, predict, and more in order to develop analytical and critical-thinking skills.

- **FORMATIVE AND SUMMATIVE ASSESSMENTS:** A variety of assessments test for mastery and provide immediate, actionable feedback for students and teachers.

- **INTERACTIVE LEARNING TOOLS:** A full suite of learning tools and scaffolds, including read aloud and text translation, help students access content, organize information, and complete assignments.





## Dual Credit

**Accelerate learning and achievement.**

Edgenuity's dual credit courses by Sophia allow students to earn high school and college credit, challenge themselves academically, and prove to universities that they can perform college-level work.

- **ENGAGING COURSES:** Courses are self-paced, with instructional videos that feature multiple teachers and teaching styles.
- **REAL-TIME DATA:** Progress reports and course data are readily accessible, so students can monitor their own progress and achievement.
- **FLEXIBLE IMPLEMENTATION MODEL:** Use your school's staff or have Edgenuity's virtual instructors serve as the teacher of record. Regardless of your model, students can connect with learning coaches via e-mail, phone, and chat for additional instructional support.



"I wanted to take college courses during high school so I would have a few under my belt before college. I'm glad I did. **It was one of my favorite classes in high school.**"

**GABRIELLE B.** | Student



## Targeted Intervention

Help students catch up, keep up, or get ahead.

MyPath™ is an online intervention program that offers data-driven differentiated instruction for math and reading. Age-appropriate instruction spans skills in grades 3–11 so high school students can close learning gaps, even at the foundational level.

- **ASSESS STUDENTS:** A placement exam determines the best instructional path for each student. Or, schools can import scores from NWEA™ MAP® Growth™, Renaissance Star 360®, and Scantron® Performance Series® assessments to develop recommendations based on data you already have.
- **PERSONALIZED INSTRUCTION:** Based on the assessment data, the system automatically recommends an Individualized Learning Path that focuses on the skills and concepts each student is ready to learn.
- **MONITOR PROGRESS:** Detailed and dynamic reports provide educators with the tools to identify topics that are challenging for students and create flexible groups for reteaching.







## Test Preparation

Ensure every student can be successful on state and national exams.

Edgenuity Virtual Tutors courses offer comprehensive preparation for end-of-course and exit exams, as well as the SAT®, ACT®, PSAT®, GED®, HiSET®, and TASC®.

- **UPFRONT DIAGNOSTIC:** Pretests assess students' strengths and weaknesses, creating an individualized content review program. Students only receive instruction and practice on skills they have yet to master.
- **DIRECT INSTRUCTION:** Virtual Tutors provide more than just practice. Expert, on-screen teachers guide students through the content, modeling strategic thinking, problem solving, and more.
- **FREQUENT ASSESSMENTS:** Students receive data to help monitor their own understanding and stay on track. Teachers also receive ongoing data to monitor students' progress and performance.



## Student Athletes

Ensure your student athletes are college ready.

Edgenuity's curriculum and instructional model have been approved for online instruction by the NCAA. Edgenuity Instructional Services provides courses directly to student athletes using our own highly qualified, state-certified virtual instructors. Edgenuity's teachers provide synchronous instruction via chat, phone, and web meetings. They also provide written feedback on students' work, reteach concepts, and communicate regularly with school staff and parents. *Edgenuity's approved curriculum can be used with district teachers; your school or district must contact the NCAA Eligibility Center to submit a Non-Traditional Course Questionnaire to describe your implementation model.*

# Support for All Students

Embedded supports and scaffolds ensure that all students, including English language learners and students with special needs, meet the challenges of the standards.

## TOOLBAR

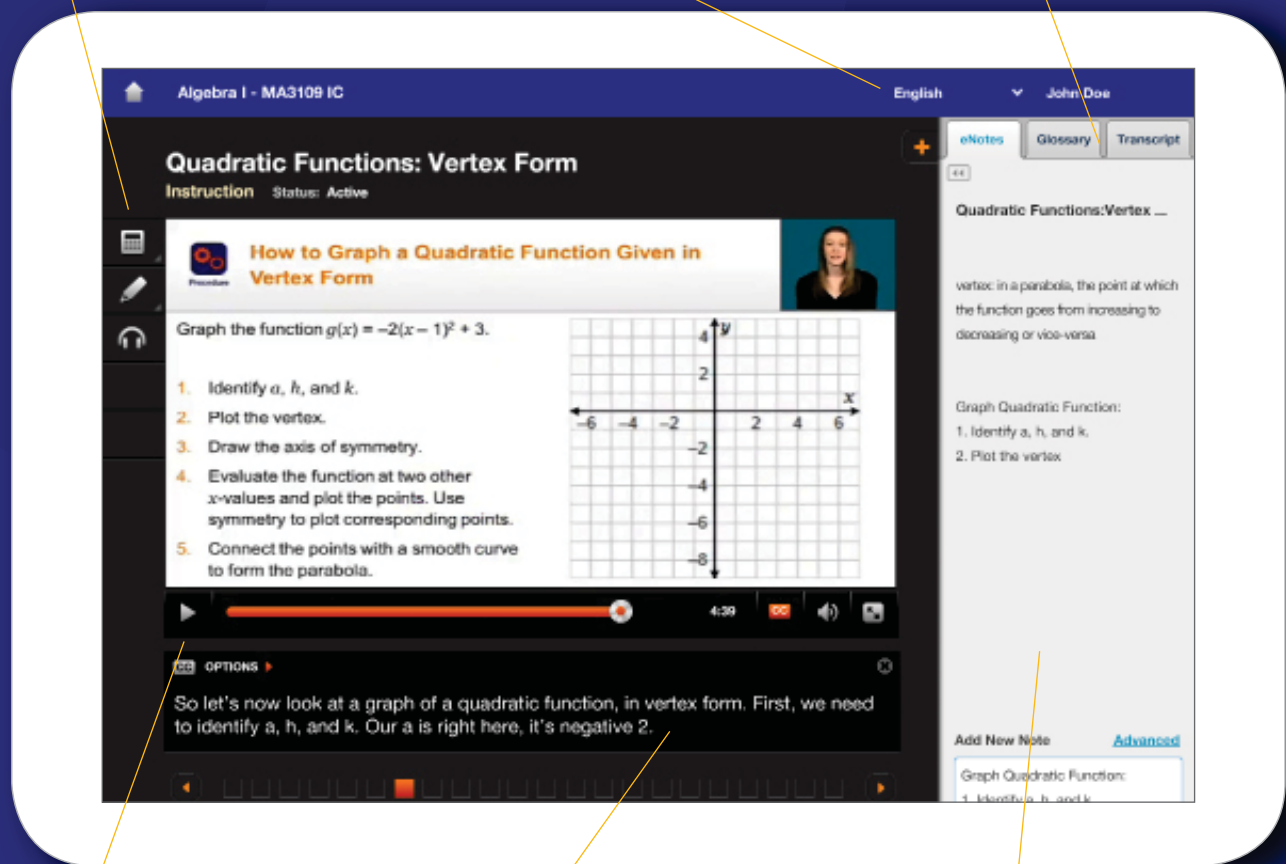
A robust toolbar provides highlighting, text annotation, read aloud, and lesson-specific tools.

## TRANSLATIONS

Students can translate on-screen text into their home language.

## GLOSSARY + TRANSCRIPT

Students can access a lesson glossary and a complete lesson transcript.



## VIDEO

Students can pause and rewind any video to hear challenging concepts explained again.

## CAPTIONS

Students can view simultaneous captions for all lessons.

## DIGITAL NOTEBOOK

Students can take notes as they learn, encouraging active learning and providing a record teachers can review in real time.

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