TIPS VENDOR AGREEMENT

Between	Edlio, LLC	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.

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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. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. 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

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

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/o

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. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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Assignments of Agreements

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 company.

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 Members 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 awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

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 or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's 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 allegations of 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 claims and suits by third parties 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 part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

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 solicitation's specified minimum score 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.

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 Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

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

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Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

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.

- 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 Proposal 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. Supplemental Vendor's Agreement documents 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.

Novation

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.

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 TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract 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.

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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 Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct 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 to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and 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.

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 permitted for the TIPS Member to provide a general Page 8 of 12

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

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required 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 Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor 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 or other document 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 Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same 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.

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SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North Pittsburg, TX, 75686. And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Products/Completed Operations	\$1,000,000
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or onsite delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

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When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s).

Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors 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/Contracts 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.
- <u>Promotion of Agreement</u>: 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.
- <u>Daily Order Confirmation</u>: 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.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- <u>Back Ordered Products</u>: 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.

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

TIPS Vendor Agreement Signature Form

RFP 180306 Technology Solutions Products and Services (2)

Edlio, LLC		
Company Name		
701 Brazos St., Suite 36	0	
Address		
Austin	TX	78701
City	StateZip	
(877) 623-7200	(888) 682-4062	
	Fax	
	mike@edlio.com	
Email of Authorized Representative		
	Michael Alfultis	
Name of Authorized Representative	2	
Director of Enterprise Sales		
Title		
Signature of Authorized Representa	ative 2014	
3/30/18 Date	U	
Date		
TIPS Authorized Representative Nar	me Meredith Barton	
Title Vice-President of Op	perations	
TIPS Authorized Representative Sign	nature <u>Maredith Barton</u>	
Approved by ESC Region 8	rd Narme Fitts	
Date 5/25/18		

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information	n	Contact Info	ormation	Ship to Information
Bid Creator Email Phone Fax Bid Number Title Bid Type Issue Date Close Date	Rick Powell General Counsel/Procurement Compliance Officer rick.powell@tips-usa.com (903) 575-2689 x 180306 Technology Solutions Products and Services (2) RFP 3/1/2018 08:05 AM (CT) 4/30/2018 03:00:00 PM (CT)	Address Contact Department Building Floor/Room Telephone Fax Email		Address Contact Department Building Floor/Room Telephone Fax Email
Supplier Inforr	mation			
Company Address Contact Department Building Floor/Room Telephone Fax Email Submitted Total By submitting	Edlio 12910 Culver Blvd. Suite I Los Angeles, CA 90066 (310) 598-2846 (310) 598-2846 4/24/2018 09:28:48 AM (CT) \$0.00 your response, you certify that you	ou are authori	zed to represent and bind	your company.
Signature Mic	chael Alfultis		Email mike(@edlio.com
Supplier Notes	S			
Bid Notes				
	emental RFP and if you were aw you SHOULD NOT propose on			o not wish to modify your contract with a mination date.
Bid Activities				
Bid Messages				

	ease review the following and respond v		_
#	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 https://comptroller.texas.gov/purchasing/vendor/hub/or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Edlio makes communicating with parents simpler. Our easy-to-use content management system (CMS powers over 8,000 school and district websites throughout North America. Each website features a responsive design that reflects each school's brand and is packed with features developed specifically for teachers and school administrators.
6	Primary Contact Name	Primary Contact Name	Michael Alfultis
7	Primary Contact Title	Primary Contact Title	Director of Enterprise Sales
8	Primary Contact Email	Primary Contact Email	mike@edlio.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5122776788
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8886824062
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Johan Cerrato
13	Secondary Contact Title	Secondary Contact Title	Regional Sales Manager
14	Secondary Contact Email	Secondary Contact Email	johan@edlio.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8776237200

16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8886824062
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Sheilah Richards
19	Admin Fee Contact Email	Admin Fee Contact Email	sheilah@edlio.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8776237200
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Sheilah Richards
22	Purchase Order Contact Email	Purchase Order Contact Email	sheilah@edlio.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8776237200
24	Company Website	Company Website (Format - www.company.com)	www.edlio.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	38-3838982
26	Primary Address	Primary Address	701 Brazos St., Suite 360
27	Primary Address City	Primary Address City	Austin
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	78701
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.)	web hosting, school website provider, content management system, school communications, parent communication
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?	No
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;	Yes
		OR	
		(B) employs at least 500 persons in Texas?	
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Austin

Company Residence (State) Vendor's principal place of business is in the state of? TX (Required by the State of Texas) My firm is, as outlined on (No Response Required) 35 Felony Conviction Notice: 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." Yes - No A publicly held corporation; therefore, this reporting No requirement is not applicable? Is owned or operated by individual(s) who has/have been 37 Yes - No No convicted of a felony? Please provide details of the conviction. This is not 38 If your firm is owned or operated by the following individual(s) who has/have been convicted of a necessarily a disqualifying factor and the details of the felony: conviction determines the eligibility. Providing false or misleading information about the conviction is illegal. 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%. TIPS administration fee By submitting a proposal, I agree that all pricing submitted (No Response Required) 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. Yes - No Vendor agrees to remit to TIPS the required administration Yes 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.

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?	2
45	Years Experience	Company years experience in this category?	17
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.	

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.

follows:

The relevant section addressed by this form reads as

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

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.

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.

Instructions for Certification:

- 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

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and Yes 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.

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.

Non-Discrimination Statement and Certification

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

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

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

email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree 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.

2 CFR PART 200 Contract Provisions 59 Explanation

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

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

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

non-Federal entity under the Federal award must contain

provisions covering the following, as applicable.

Contracts for more than the simplified acquisition threshold Yes currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

2 CFR PART 200 Termination

2 CFR PART 200 Contracts

Termination for cause and for convenience by the grantee Yes or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10.000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess

of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and

TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree?

(No Response Required)

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.

63 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?

Does vendor agree?

2 CFR PART 200 Federal Rule

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

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

to these terms?

66 Indemnification

67 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue

and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution

of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived

under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any

issues not resolved hereunder 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.

Do you agree to these terms?

68 Remedies Explanation of No Answer

69 Choice of Law

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.

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?

70 Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any

contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties

irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter

have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in

any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting

from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph

with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to

waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section

may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

Yes, I Agree

Yes

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

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.

Do you agree to these terms?

Do you agree to these terms?

- 72 Alternative Dispute Resolution Explanation of No Answer
- 73 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms?

Yes, I Agree

Yes, I Agree

- 74 Infringement(s) Explanation of No Answer
- 75 Acts or Omissions

The successful vendor will be expected to indemnify and 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.

- 76 Acts or Omissions Explanation of No Answer
- 77 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex 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.

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

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

(No Response Required)

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.

Does the vendor agree with the General Conditions Standard Terms and

Conditions or Item Specifications listed in this proposal

invitation?

Yes

None

81 Solicitation Deviation/Compliance

Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

Agreement Deviation/Compliance

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

Yes

Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form 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.

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

SB 807 prohibits construction contracts to have provisions (No Response Required) 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.

Line Items		
	Response Total:	\$0.00

REFERENCES	
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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. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Beverly Hills Unified School District	Christie Shaffer	cshaffer@bhusd.org	(310) 551-5100
Rutherford County Schools	James Evans	evansj@rcschools.net	(615) 893-5812
Fort Sam Houston ISD	Dr. Roland Rios	rrios@fshisd.net	(210) 368-8755
Frenship ISD	Joe Barnett	jbarnett@frenship.us	(806) 866-2410

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.

Edlio, LLC		
Name of Organization		
701 Brazos St., Suite 360, Austin, TX 78701		
Address, City, State and Zip of Organization		
Michael Alfultis, Dir. of Enterprise Sales		
Name & Title of Submitting Official		
Name & Title of Submitting Official	3/30/18	

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 <u>or</u> B <u>or</u> C.

Michael Alfultis

Official:

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.

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):

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION, THE FOLLOWING CERTIFICATE SHOULD BE	EXECUTED AND INCLUDED AS PART OF	
PROPOSAL FORM/PROPOSAL FORM.		
Edlio, LLC OFFERER:		
(Name of Corporation)		
I, Ali Arsan	_ certify that I am the Secretary of the Corporation	
(Name of Corporate Secretary)		
named as OFFERER herein above; that		
Michael Alfultis		
(Name of person who completed proposal document)		
who signed the foregoing proposal on behalf of the coacting as Director of Enterprise Sales	orporation offerer is the authorized person that is	
(Title/Position of person signing proposal/offer documents)	ment 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.		
CORPORATE SEAL if available	AUSTIN BUCKLAND SCHWARTZ Notary Public - California Los Angeles County Commission # 2233180 My Comm. Expires Mar 4, 2022	
SIGNATURE		

04/05/2018 DATE

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 effirmative steps listed in pergraphs
(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.
Edlio, LLC Company Name
Michael Alfultis Print name of authorized representative
Signature of authorized representative M2044
3/30/18 Date

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.

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A

The relevant section addressed by this form reads as follows:

Signature of Named Authorized Company Representative

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,	Michael Alfultis	as an authorized representative of
	Edlio, LLC	, a contractor/vendor
	Insert Name of Company	
enga	ged by	
veriff and (name this i gove that of Code	Region 8/The Interlocal Purchasing System of Highway 271 North Sburg, TX,75686 Ty by this writing that the above-named company (2) will not boycott Israel during the term of this ed Texas governmental entity in the future. I further street is reversed and this affirmation is no longernmental entity will be notified in writing within our company's failure to affirm and comply with the 2270 et seq. shall be grounds for immediate contentation of the sequence o	affirms that it (1) does not boycott Israel; contract, or any contract with the above-ther affirm that if our company's position on r valid, that the above-named Texas n one (1) business day and we understand the requirements of Texas Government
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		
Lswe	ear and affirm that the above is true and correct	

3/30/18

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 <u>must</u> make a <u>copy</u> 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.

City

Address

I claim part of my proposal to be confidential and <u>DO NOT</u> 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.

Name of company claiming confidential status of material Printed Name and Title of authorized company officer claiming confidential status of material					
ATTACHED ARE COPIES OF	PAGES OF CON	NFIDENTIAL MA	TERIAL FRO	M OUR PROPOSAL	
Signature	Date				
OR					
If you do not claim any of your pro	oposal to be confident	tial, complete the	section below	only.	
Express Waiver: I desire to express contained within our response to the completing the following and submit TIPS.	competitive procureme	ent process (e.g. R	RFP, CSP, Bid,	RFQ, etc.) by	
Michael Alfultis		Dire	ector of Enterpr	ise Sales	
Printed Name authorized company	officer	Title of	authorized co	mpany officer	
701 Brazos St., Suite 360 Aus	tin TX	78701	(877) 623	3-7200	

State

ZIP

Date 3/30/18

Phone



Features and Services

Edlio LLC

12910 Culver Blvd, Suite I Los Angeles, CA 90066 Main: (877) 623-7200 Fax: (888) 682-4062 b www.edlio.com



Hi, we're Edlio

For more than 17 years, Edlio has been connecting K-12 educators with their communities, offering the most comprehensive and easy-to-use communication package for schools. We are a leader in the industry because we deliver innovative technology supported by our outstanding service and support team.

Schools and districts across North America count on us to deliver websites that are fast, secure and accessible. Edlio's content management system (CMS) powers over 7,600 websites for schools and districts across North America. What sets us apart from the rest is our platform's ease of use, teacher-focused features and beautiful designs. Teachers can easily customize their own pages to include bios, photo albums and video galleries, and our tools integrated with popular tools such as Google Calendar, Google Classroom, Twitter and Facebook. Edlio's parent interaction app, Sangha, connects schools to home with personalized communication for parents, including actionable calendars, online forms and esignatures, 2-way messaging and built-in reminders.

With offices in Los Angeles, Austin, Chicago, Mountain View, Mexico City, and Vancouver, we are dedicated to customer satisfaction. We are proud of our 98% customer satisfaction and renewal rate, and our 99.9% uptime rate for our sites.









Content Management System

At the heart of every Edlio website is our feature-rich content management system (CMS). Updates are simple - just log in from any computer or mobile device with an Internet connection. Not tech savvy? No problem. Our CMS makes editing your website as easy as writing an email. And every site is packed with features built just for educators, including:



Subscriptions

Parents and students sign up for daily email summaries with upcoming homework and teacher posts.



Integrations

The tools you love are connected to your Edlio website, including Google, Office 365, Drive, Dropbox, and Twitter.



Teacher Pages

Each teacher gets their own space to post bios, office hours, photo albums, video galleries, and more.



Classes and Homework

Each class gets a page, complete with homework assignments. Families will feel like they're right in the classroom.



Voice, Text and Email

Send out urgent messages and reminders to families quickly and easily, right from your admin site.



News Alerts

From celebrations to important announcements, set your news items to pop up for your website visitors!



SSO (Single sign-on)

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



Stores and Donations

Collect application fees and donations or sell prom tickets and yearbooks (or all of the above!) with our online store module.



Forms

Add permission slips and registration forms to your site, then sit back and relax as everything is collected in the admin site.



Social Media Manager

Link your social media to your Edlio site and post updates to Twitter and Facebook immediately or schedule posts for later.



Design

Every Edlio website is responsive to ensure you always get the best viewing experience, no matter what device you're on. We currently offer two options for website designs. Each are hand-crafted by our team of designers and follow best website practices and current design trends.

Custom Design Solution

We get to know your organization and create a customized website design based on your brand, your traditions, and your spirit. Work with your project manager to refine the design concept (up to three revisions).

Spike's Gallery Solution

This cost (and time!) saving option is our most popular solution. Choose from a selection of pre-made designs that we then modify with your name, logo, colors, navigation and quick links. Each design is only used once, so your final design is uniquely yours.





Training and Support

We stick around to make sure managing your website is easy, even after your launch date.

Unlimited Technical Support

- Consultative support available to all users, not just a handful of administrators
- Staffed by Edlio's friendly customer care team
- Phone: Toll-free number (Mon-Fri, 8:00am-9:30pm CT) and 24-hour access line for emergencies
- Online: Online ticketing system via client's admin website
- Help Center: Website with online tutorials, best practice guides, and tips for managing your site
- Webinars: Refresher courses and feature deep dives for all users



 NOTE: Online and phone Technical Support will not be available until the site(s) are launched

Domain Registration and Renewal

We happily take the headache of domain registry and renewal off your shoulders.

Training

A website you can't update is about as useful as a car you can't drive. We provide training to promote the success and daily usage of the site. Initial Edlio CMS training for administrators, teachers and staff (2-2.5 hour web conference training) is included, and all users can refresh their knowledge at any time with our video webinars.



Secure, Cloud-based Hosting

Compliance	Physical Security
 Compliance LDAP Ready / Active Directory Ready HIPAA/HITECH Dod SRG VPAT / Section 508 System Organization Controls (SOC) Standards for Attestation Engagements (SSAE) International Organization for Standardization (ISO) Payment Card Industry Data Security Standard (PCI DSS) Federal Risk and Authorization Management Program (FedRAMP) 	 Utilizing video surveillance, intrusion detection systems, and other electronic means Staff must pass two-factor authentication a minimum of two times to access data center floors. All decommissioned magnetic storage devices are degaussed and physically destroyed in accordance with industry-standard practices. Amazon CloudWatch 24 x 7 x 365 onsite personnel Data centers are conditioned to maintain atmospheric conditions at optimal levels. Automatic fire detection and suppression

Redudant and Reliable Infrastructure	Cloud Security		
 All load balancers, routers, static servers, web application servers, and database servers are redundant. 	Edlio leverages the best cloud platforms in the business - AWS and Fastly. Cloud security features include:		
 Depending on how graphic heavy the site is, each page is built by our servers within 20 and 250 ms's. 	Web application firewallDDoS mitigation		
 Provides scale out security to meet elasticity demands for new services, ensuring the business is compliant. The AWS Cloud operates 44 Availability Zones within 16 geographic Regions around the world. 	Bot detection & mitigationTLS encryptionIdentity and access control		

Edlio currently backs up its database cluster every half an hour and stores data offsite on Amazon's S3 bucket storage service. API endpoints provide SSL encryption for data both at rest and in transit. High-Performance Software/Hardware Dedicated, hardware-based cryptographic key storage using AWS CloudHSM, allowing you to satisfy compliance requirements. Amazon S3 and Amazon Glacier cloud storage that are designed for 99.9999999999 of durability.

(877) 623-7200 www.edlio.com



Infrastructure

Edlio powers more than 7,600 school websites nationwide on its proprietary Content Management System platform. As with any type of platform development, it is critical that software is developed in a way that is agile, released continuously and is also designed to be rolled back in case of errors.

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

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

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

Backup and Disaster Recovery

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

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



Server Redundancy

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

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

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



Implementation Process

You will work with a dedicated Project Manager to get your site launched.

Content Collection

All logos, photos, colors, etc., are collected. If you chose a custom design solution we also ask for examples of site designs you like. We also send out a quick questionnaire to get the ball rolling on your project.

Kickoff Call

Your PM will go over all of the details of the project, including timeline, project scope and expectations. If you opt for a custom design, we'll discuss what look and feel you want for your site and what should be featured on the homepage, header, navigation, etc. A design plan is drawn up and handed over to the design team.

Content Migration

While your design is coming together, the team will start copying your current website's static content (based on the sitemap you provide) to the Edlio CMS. This process does not include date driven content like news, calendars, blogs or teacher/homework pages.

Design Review and Approval

Once your design is ready, we review it internally to ensure it meets all of your requirements and follows best practices for a friendly user experience. If you opt for a custom design, up to three rounds of revisions are included, with additional revisions available for an additional hourly rate.

Website Programming

Your final design is handed over to the production team to code up your website.

Quality Analysis

We run your new website through several rounds of quality control checks.

Training

Get to know the Edlio CMS with an online train-the-trainer session.

Launch

Ongoing Support

Beyond the launch, our Client Services team is available by phone and online ticketing system to answer any questions you and your staff may have.



Feature Close-ups

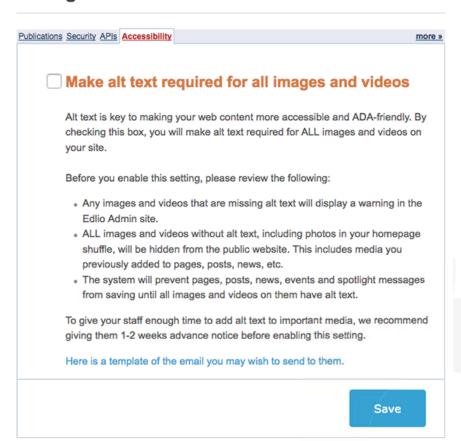


Alt Text Setting

Alternative text for images is a simple way to ensure that your site remains accessible for people with disabilities. It's especially useful for those who cannot view images and those who use screen readers. Luckily, Edlio makes it easy to add alt text.

- Built-in alt text setting no HTML knowledge required
- Option to require alt text to be entered for all media uploaded to your site
- Smarter alt text for features such as Staff Directory

Settings



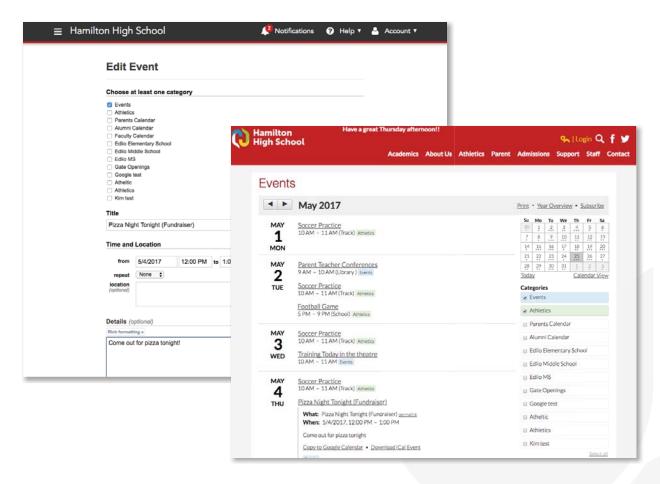


Calendars

Easily create personal or school calendars for the Calendars page, and even create specific calendars for athletics teams, faculty or alumni.

- Quickly navigate between multiple calendars
- Take a peek into the Year Overview
- Subscribe to any and all calendars to stay up-to-date on any changes
- Print out your own personal copy

If your organization already uses Google Calendar or Office 365, actively import your Google and Microsoft calendar to your Edlio site so you never miss another deadline. Changing an event on your Google or Microsoft calendar will also change it on your Edlio calendar, so they stay synced. Easy!



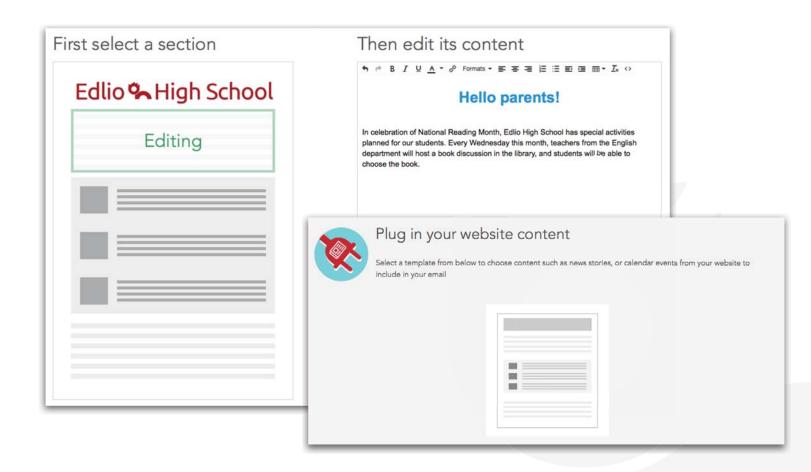


Email and Newsletter Sender

Send unlimited emails and newsletters to your community from your admin site with Edlio's Email Sender. Write a short reminder to parents, create a monthly newsletter, email weekly practice schedules - message as many recipients as you like, as often as you like, for whatever you need to say.

Highlights include:

- Sending unlimited emails from your admin site
- Emails that look great on all screens
- Reporting for each email sent, including open and unsubscribe rates and link tracking
- A variety of layouts to choose from
- Scheduling a delivery time or sending immediately
- Plugging in articles from your News section into your newsletter to keep your community upto-date on school issues
- Ability to send emails to custom contact lists





Google Integrations

Connect your site to Google Apps! Your favorite tools are integrated with your site to fit your workflow and save time for your whole staff.

 Share events from Google Calendar. Access files from Google Drive. Hamilton High School Monitor site traffic with Google Analytics. Offer translations with Google Translate. Connect Edlio class pages with Google Classroom. Sign in with Google Share your school's location with Google Maps. Remember fewer passwords with single sign on. Sign in as Super Administrator **NEW! Google Classroom Integration** Add class to connect your account. Powered by 9x edlio Setup Google Calendar Import Select a calendar from Google to import into Events Master School Calendar Athletics Calendar Staff Calendar Powered by % edlio e.g. syllabus, class rules, etc.

Drag or select a file

Select from your computer

Select from Google Drive

Select from Microsoft OneDrive

Select from Dropbox

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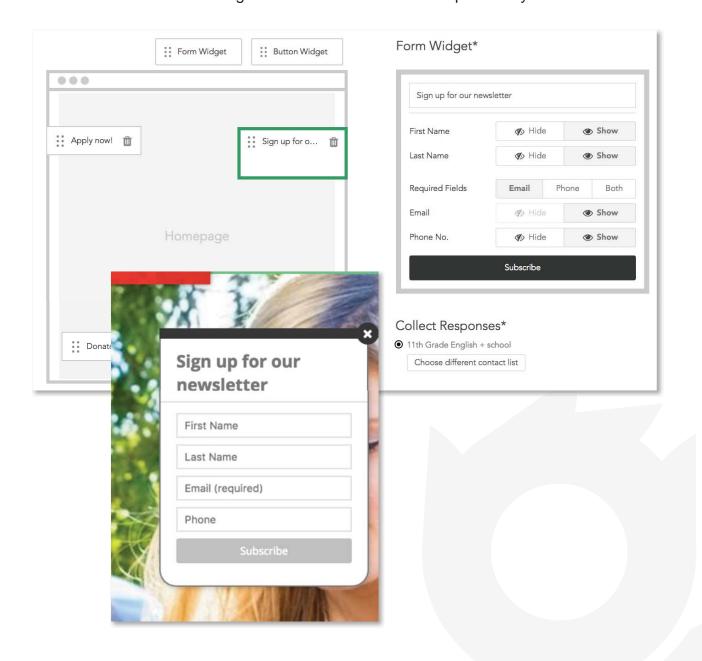
Teachers

Select a teacher



Homepage Widgets

With Homepage Widgets, easily collect responses or contact information with a form or link viewers to another page with a button. Whether it's for getting parents to subscribe to the Monthly Newsletter or directing them to the Application page, we've got you covered. And it's all managed in the admin site for instant updates to your website.

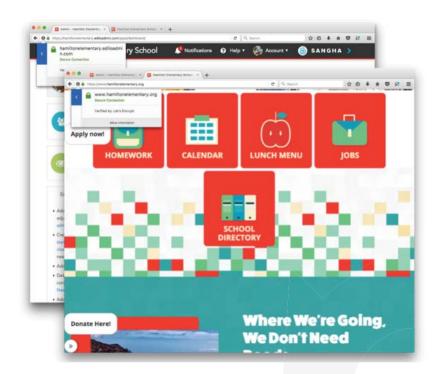




HTTPS Security

All Edlio websites come with HTTPS encryption, so visitors will know that their information is safe. This is especially important with features like Forms, where visitors may be submitting sensitive information. Secure websites are also prioritized in search engine rankings, so having an HTTPS certificate will help your site be found by prospective students, parents, and employees!

If you're curious about whether a site is using HTTPS or just HTTP, just check the address bar - most browsers include a lock icon to denote the secure connection.





Mega Menus and Site Navigation

Add a sleek mega menu to your site! Mega menus combine site links with large graphics and/ or text for a menu design that beautifully presents your site's pages and sections. With mega menus, every link within a category is visible at once - no scrolling, and no confusion. Your site will be more visually appealing as well as easier to navigate. And of course it's simple to edit in the admin site.

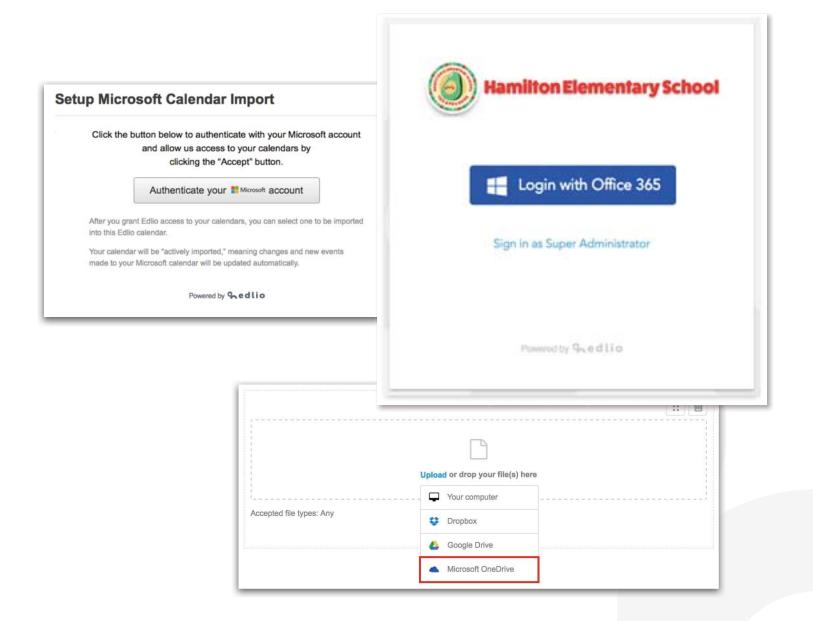




Microsoft Integrations

Connect your site to Microsoft Office 365! Your favorite tools are integrated with your site to fit your workflow and save time for your whole staff.

- Connect your Microsoft calendar, so you never miss another deadline. Plus, changing an
 event on your Microsoft calendar will also change it on your Edlio calendar, so they stay
 synced.
- Single Sign-on with your Microsoft Office 365 credentials.
- Upload files directly from OneDrive into the Edlio CMS.

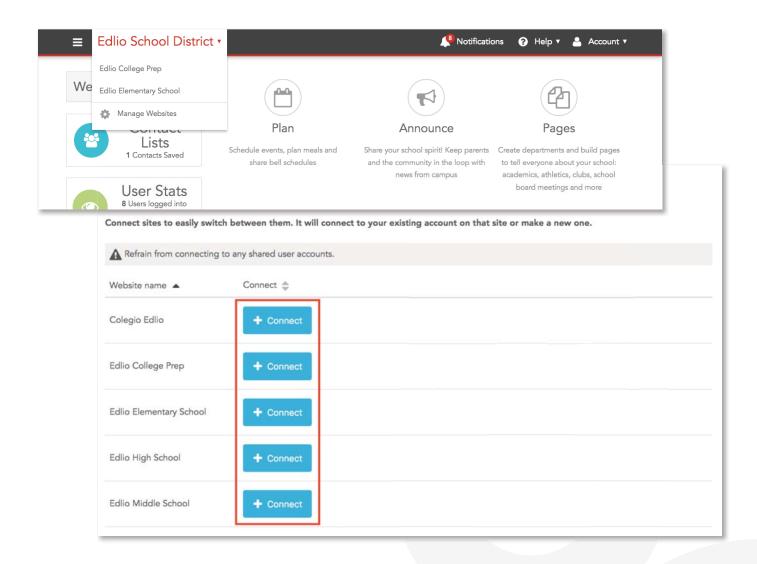




Multisite Management

Managing multiple Edlio websites is simple. Easily jump between Edlio admin sites with Multisite Management.

Any website administrator on the district website (your organization's main website) can be given this ability. Each person connects to their own account on each site to help keep your sites secure. Organizations that use LDAP can also manage multiple Edlio sites from one login.





Pages

Your Edlio website comes with a simple, user-friendly page editor! Teachers and administrators can update and customize their pages to show off their classrooms and departments, and with our editor, what you see is what you get — no surprises!

Category pages:

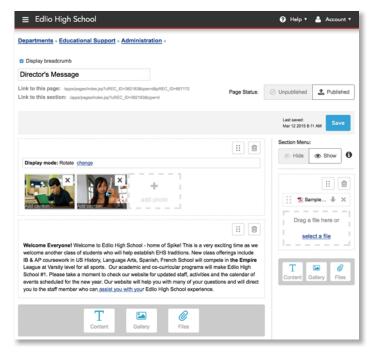
- Create pages for different sections, including athletic, academic, and managerial departments
- Search within pages
- Easily update pages and grant editing privileges to different administrators

Teacher pages:

- Share a little about yourself with families
- Add office hours, schedule, or contact information
- Outline the week/month/quarter ahead
- Connect with your community by encouraging them to subscribe to your page

Class pages:

- Post homework assignments so parents can stay in the loop
- Share photos from the classroom and field trips
- Add links to relevant articles and blog posts for your class
- Update subscribed users with a single, daily email for new homework, test times, and classroom changes

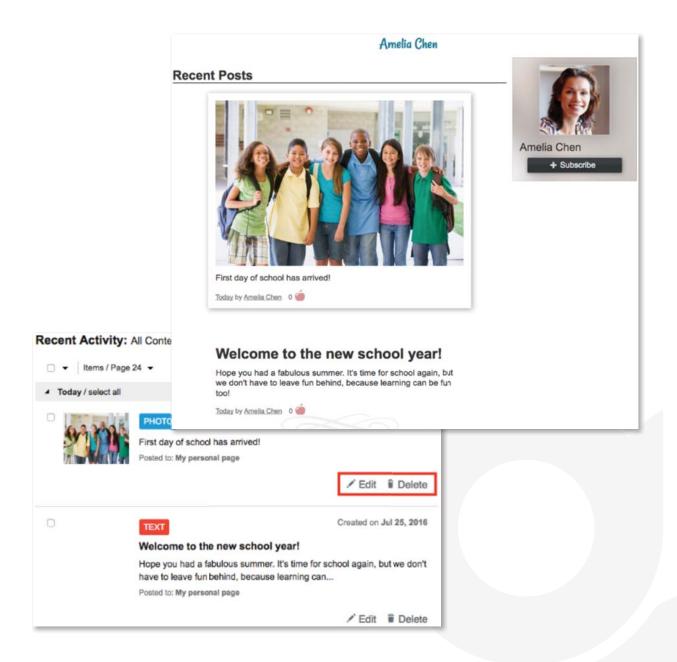






Posts

For any staff members who have a personal page, posts are an easy way to quickly share information. Publish posts like a photo, video, link or file and anyone who opens the page on the public site will see the recent posts. Super helpful for parents who can subscribe to their children's teacher pages to stay up-to-date with any new posts!



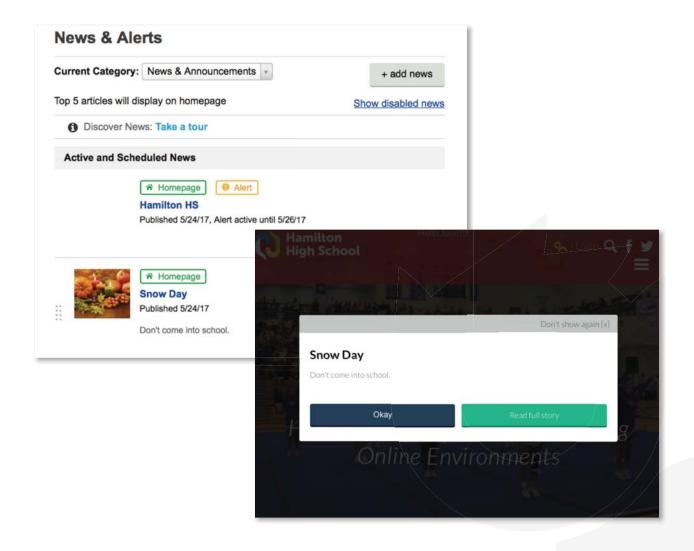


News and Alerts

When breaking news hits, share it on your school website! Post news articles to your homepage, and set up homepage news alerts so visitors see your most important news immediately upon visiting your site.

With these features, you can:

- Set news items to pop up for your website visitors
- Write news stories or set a News item to link to another file or page
- Post news immediately or schedule for later
- Post news to social media
- Include photos or other files with your news





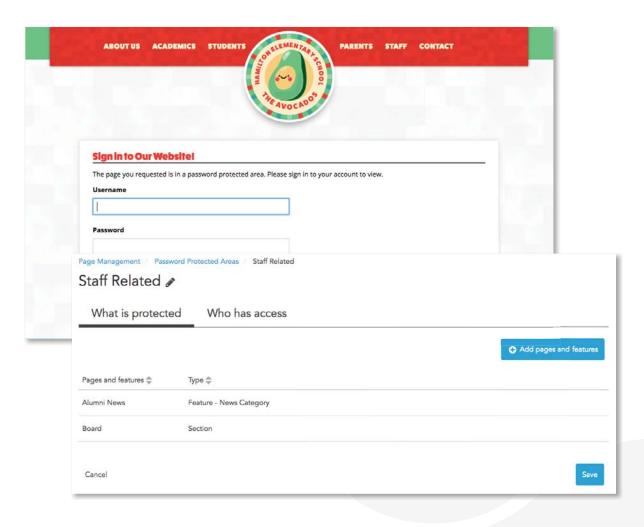
Password-Protected Pages

We've made it easy to password protect sections or links on your public site. This feature can be accessed from within Page Management.

With these features, you can:

- Website administrators can easily update and grant viewing privileges to all staff or just certain departments
- Create pages for different sections such as managerial departments, athletics, or elementary school teachers

Staff members simply log in with the same information they use to manage their personal pages to access protected pages.





Photos

Upload unlimited photos to easily create an album for personal pages! Showcase a recent class trip to a personal page while keeping parents in-the-loop. All it takes is uploading the pictures, adding alt text and a description. Edit or delete them anytime, or add multiple albums throughout the school year and create a slideshow for an end-of-the-year overview students and their families will love!

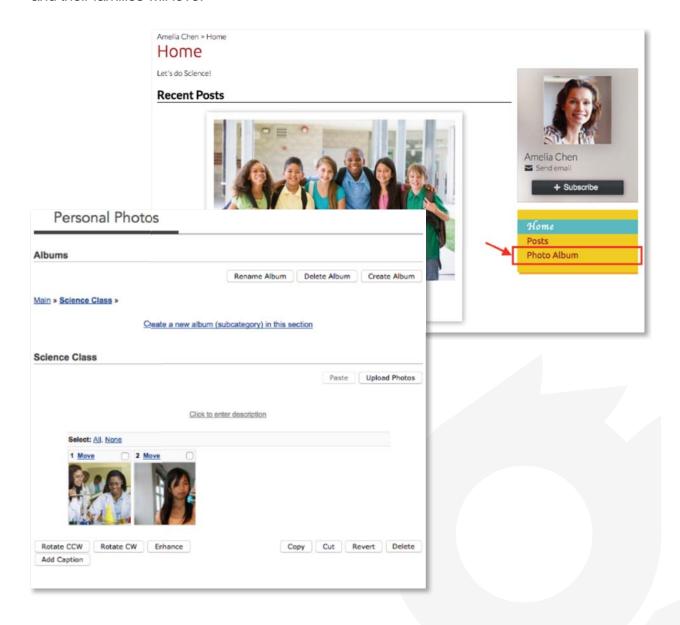


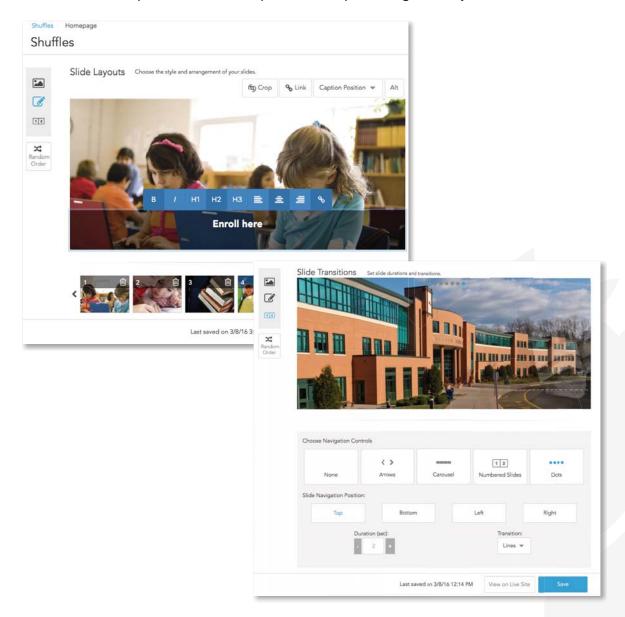


Photo Shuffles

First impressions are important, and photo shuffles give your visitors an immediate impression of your school community. Enjoy full control over your photo shuffles and being able to update them at any time, right from your Edlio website!

Photo shuffles include:

- Text captions in multiple styles for your photos
- Custom transition controls
- Ability to link pictures to a page on your site
- Built-in photo editor, to crop and rotate photos right from your admin site





SEO (Search Engine Optimization)

Edlio CMS is optimized for getting your site ranked!

- Built-in page structure ensures your page titles are coded up correctly. You can also fully customize your title and meta description tags to include your keywords.
- Each image and video added to your site should include alt text. Not just for accessibility, Google relies on alt text to understand what the picture portrays.
- Responsive design means your site is fully optimized for mobile. All of your site's content is presented on all devices. Google will notice!
- Edlio websites are also secure which (as Google has hinted) can increase your SEO value.
- Plug in Google Analytics to track everything! With Edlio, you simply paste your Analytics ID and you're all set.
- Last but not least, your Edlio CMS is so easy to use, publishing new content is faster than ever. Build up content to match what your visitors are looking for to get in front of new students, parents and staff in search results. More optimized pages = more opportunities to rank!

Page title tag

School Website Design - Create a Custom Website with Edlio

Page meta descriptions

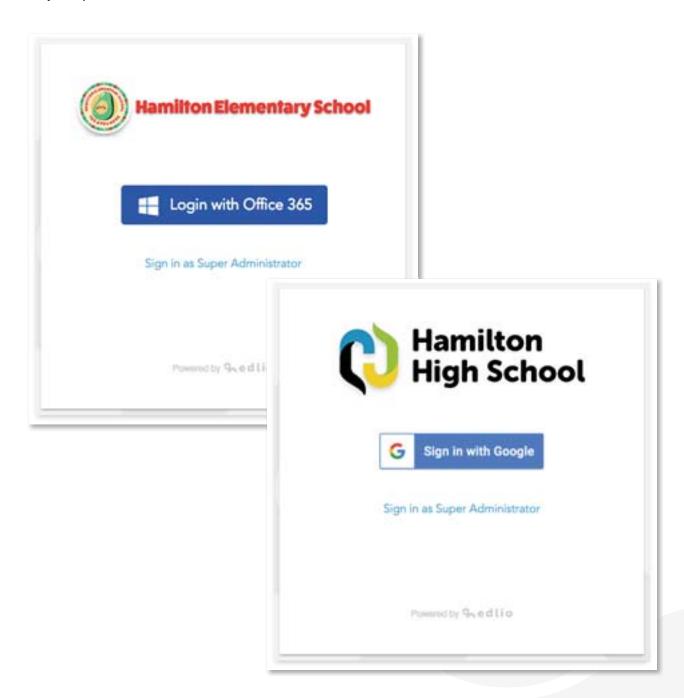
The meta descriptions are the 160 characters snippet used to summarize your page's content. Search engines sometimes use these snippets in search results to let visitors know what a page is about before they click on it.

Edlio offers school website design for k-12 schools & districts. Create a unique and custom website for your school. View our gallery today or request a demo!



Single Sign-on (SSO)

Log into your Edlio admin site using your **Google**, **Microsoft Office 365**, or **Canvas** credentials. Secure, simple, and convenient. User management just got easier - one less password to remember! If you'd like to set it up, just submit a ticket to tech support with your preference and we will take care of the rest.



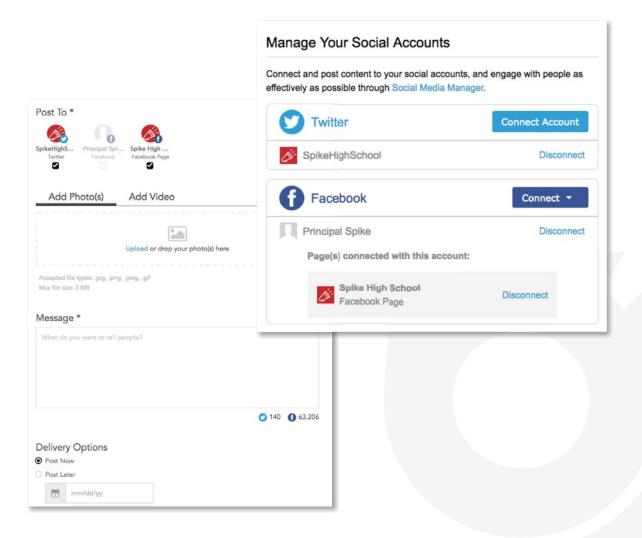


Social Media Manager

Reach out to your community! Link your social media to your Edlio site, and post to Twitter and Facebook from our built-in Social Media Manager.

Manage your social media by:

- Linking Twitter accounts to your Edlio site
- Linking a personal Facebook account or a school's Facebook page to your Edlio site
- Posting photos, videos, and text to one or more social media accounts at once
- Posting updates immediately or scheduling for later
- Viewing a log of previous posts
- Posting articles from your News section to social media





Sponsors

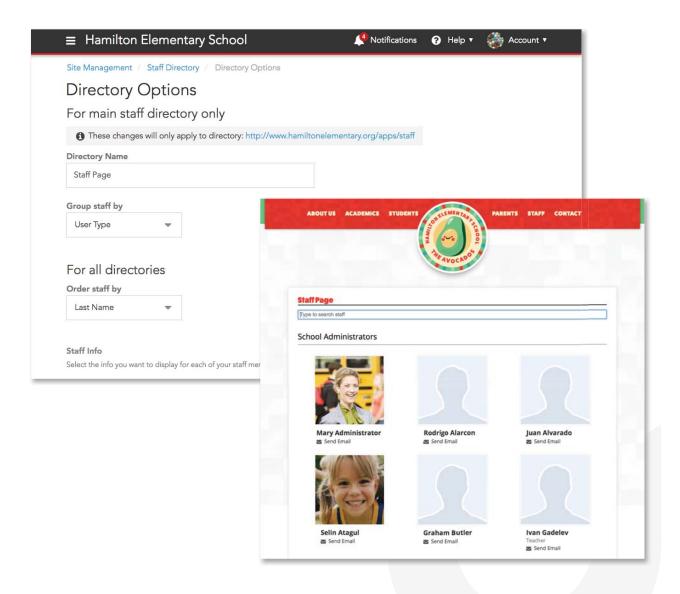
Schools have the option of offsetting the cost of their site with sponsorships by local businesses. The Sponsors feature lets admins add business logos to their homepage, with links to the business' site. It then tracks impressions and clicks for each logo, and admins can add the beginning and ending date of the sponsor's contract, and the amount collected.





Staff Directory

Listing all your staff members for students and parents to easily access has never looked so good. With multiple directory options, choose from different layouts, decide which information to show, and order your staff by department, position, first name and last name.

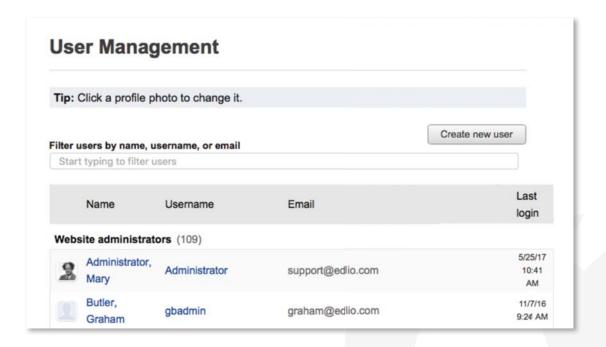




User Management

Create and update accounts for administrators and users, and grant each account editing privileges. Keeping your site up-to-date with the latest information has never been so easy.

- Easily create new users with just a name, email address and username and add profile photos
- Designate users as school staff, including admins and teachers, or as other users, such as parents, alumni, and students
- Set editing privileges manually, page-by-page, or as a blanket permission for editing privileges across entire departments
- Manage access to password-protected areas
- Search and filter usernames by name, username, or email





Videos with Closed Captions & Transcripts

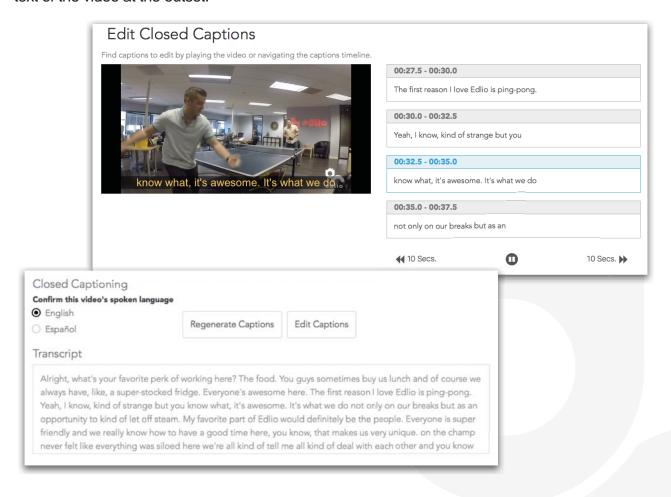
We know that you need a CMS with features that address accessibility. That's why we've ensured that all videos uploaded to your site are automatically outfitted with closed captions and transcripts. Plus, the process is simple: just upload a video to your site, confirm the language of the video (English or Spanish), and save. Your video will appear on your site, and captions and transcripts will be created automatically.

Closed Captions

Whether your video is in English or Spanish, Edlio's platform adds captions to your video content without leaving the admin site.

Transcripts

Your videos also automatically include a transcript, for those who would rather see the entire text of the video at the outset.





Website Accessibility

ADA, WCAG, Section 504 and 508, website accessibility - these are all top of mind for many schools and districts. ADA (the Americans with Disabilities Act) is all about making sure the content of your website is accessible to all visitors. Today, we have Web Content Accessibility Guidelines (WCAG) and Section 508 Standards to serve as guidance for how to do just that.

Edlio is committed to providing a platform for accessible websites that meet Section 508 guidelines and Level AA conformance to WCAG 2.0. As your CMS website platform and provider, we will work with you to ensure your website is accessible.

At Edlio, we design and build your website with accessibility in mind. Here are a few examples of how we do just that.

- We ensure your site is displayed consistently across different browsers and platforms.
- We include a 'Skip to main content' link so visitors on screen readers can use their keyboard to skip the navigation at the top of each page.
- We use color contrast tools to meet the recommended contrast ratio for text.



When thinking about a CMS platform, we know you need a partner that addresses accessibility beyond the initial launch. That's why Edlio has built-in tools for you to manage your site's content accessibility, including:

- Automatic transcripts for videos as well as closed captioning in English or Spanish.
- An alt text setting where you can require alt text be entered for all media uploaded to the site.
- Site navigation that is accessible by keyboard.
- Pages that are already structured logically with clear header tags for screen readers
- A form builder that automatically adds the required labels and has instructions and error handling already included





Add-ons

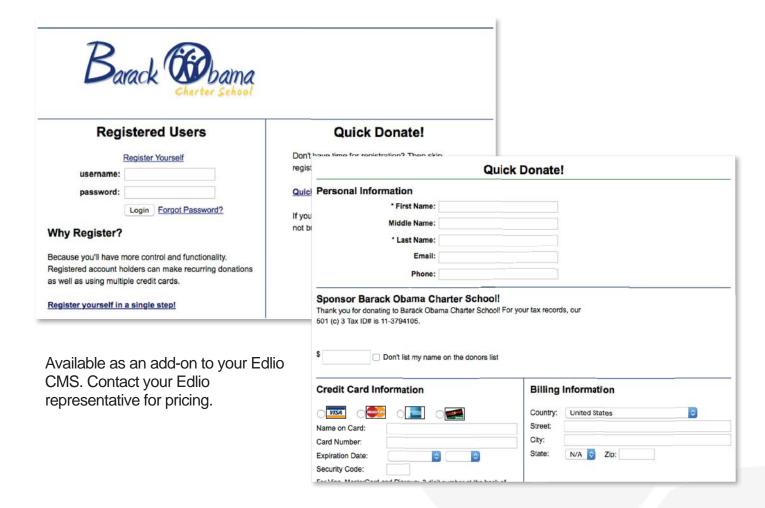


Donations

ADD-ON

Collect donations for your school's fundraisers with our online donations module.

- Manage multiple fundraisers with ease through the admin system
- Access printable receipts, issue refunds and export detailed spreadsheets
- Search transactions by name, credit card number, date, date interval and amount
- Accept Visa, MasterCard, Discover, AMEX plus debit cards with Visa & MasterCard symbols
- *Requires PayFlow Pro gateway account & merchant account. Transaction fees apply.





Forms

ADD-ON

Collect admissions applications, sports waivers, and permission slips right from your Edlio website! Our integrated Form builder has a simple drag-and-drop interface that makes collecting information a cinch.

Simple form builder: Forms uses the same intuitive interface you expect from other site features like Email Sender and Pages.

Add an address block: Drag-and-drop the address block (street name, city/state, zip code all at once) into your form for easy input and collecting of addresses.

Collect and organize responses: Your responses are all collected in a concise table within your admin site, and from there, it's easy to export them to a spreadsheet.

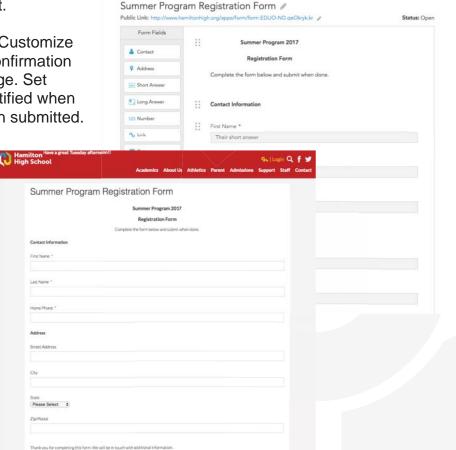
Countless uses: Use Forms everywhere from the principal's office to the soccer field! It's also great for employment applications, absence reports and field trip forms.

Forms Edit

≡ Hamilton High School

Quick and convenient: Create and publish a responsive form within minutes, and edit and close open forms whenever you want.

Add personal touches: Customize the Submit button text, confirmation page and closed form page. Set email addresses to be notified when a form response has been submitted.





SANGHA

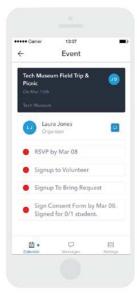
ADD-ON

Sangha is an innovative personalized parent interaction app. It simplifies tasks for parents, teachers and organizers, and reinvents the way schools and districts communicate with parents.

Sangha includes:

- Actionable calendar items
- Integrated forms, eSign and payments
- Automated reminders for busy parents
- A parent meetings scheduler
- Secure, two-way parent messaging

It's easy to use and connects seamlessly with your Edlio CMS - but is also available as a stand-alone product. For pricing, please contact your Edlio representative. (A setup fee may apply.)









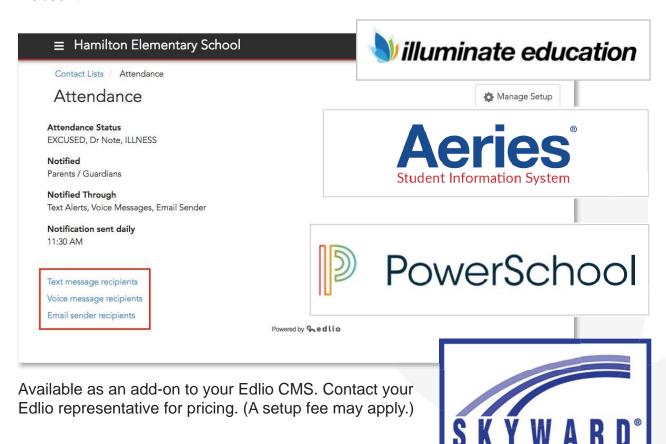
SIS Integration, with Attendance Alerts

ADD-ON

Integrate your Edlio website with popular SIS services including Aeries, PowerSchool, Skyward, and Illuminate, and send attendance alerts from the admin site! SIS integration makes it easy to stay in touch with your community by giving you easy access to all of your contacts.

Features include:

- Linking multiple SIS accounts to one CMS account great for districts
- Importing contacts from Aeries and PowerSchool without leaving the admin site
- Creating contact lists without downloading or uploading .csv files
- Searching for contacts with useful parameters like Enrollment Date or Birthday
- Creating and accessing custom contact lists for schools without SIS services
- Using custom contact lists for other features such as Email Sender and Voice Messaging
- Marking attendance and sending automated emails to parents when their child is absent



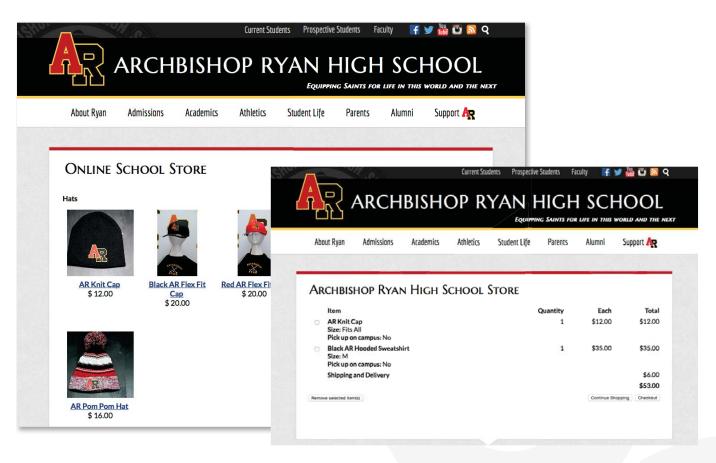


Stores

ADD-ON

Collect application fees or sell prom tickets and yearbooks (or all of the above!) with our online store module.

- Collect orders and process payments on your Edlio website.
- View orders, issue refunds and export detailed spreadsheets directly in the admin system.
- Search transactions by name, credit card number, date, date interval and amount.
- Accept Visa, MasterCard, Discover, AMEX plus debit cards with Visa & MasterCard symbols
- *Requires PayFlow Pro gateway account & merchant account. Transaction fees apply.





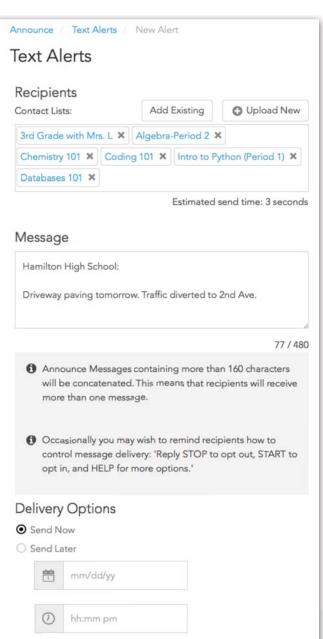
Text Alerts

ADD-ON

Reach your entire school community with text alerts. Website administrators and select teachers can send text messages to specific groups (7th grade teachers, drama club members, Kindergarten parents...) or to everyone - it's an easy way to notify your community. With this built-in tool, you can:

- Send messages right from your Edlio admin site
- View statistics for text messages
- Send text messages immediately or schedule for later delivery
- Send messages to cell phones on all networks with text messaging capabilities
- Review all prior messages in the admin site and view statistics on sent messages
- Upload and save contact lists, so you can resend them messages
- Send messages to existing contact lists







Voice Messaging

ADD-ON

Use Voice Messaging to send voicemails directly to your community! Website administrators and select teachers can send voicemails to specific groups (4th grade parents, PTA members, drama club members...) or to everyone - it's an easy way to notify parents about school closures or other urgent messages. With Voice Messaging, you can:

- Send voicemails to anyone with a cell phone or landline
- Upload and save contact lists, so you can resend them messages
- Send messages to existing contact lists
- Send voicemails immediately or schedule for later delivery
- View sent messages statistics and activity
- · Review all prior voicemails in the admin site
- Send messages using a text-to-speech service for audio

