

TIPS VENDOR AGREEMENT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

170704 Online Student Registration and Enrollment Systems

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 (RFP, RCSP, RFQ) 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.

Definitions

PURCHASE ORDER 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 or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

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. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

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) or other similar document or contract executed by authorized agents of the purchasing TIPS Member.

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.

Assignments of Agreements

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

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
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 one (1) year with an option for renewal for additional consecutive years as provided in the related solicitation as specified on page one of this agreement. 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.

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 AS TO THE AUTOMATIC RENEWAL CLAUSE.

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 TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. 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 or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

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

The Vendor agrees to promptly and proportionally lower the cost of any product purchased through TIPS following a reduction in the supplying manufacturer or publisher's direct cost to the Vendor. 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 designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member 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 agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. 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 records 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

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members 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, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

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

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 already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

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 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.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS 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 otherwise).

Supplemental Agreements

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

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

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 assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only when applicable to service or job)

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

Smoking

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

Invoices

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

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS 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 and approval of which, shall not be unreasonably withheld by TIPS.

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 RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

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.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

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

See next page

Special Terms and Conditions

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


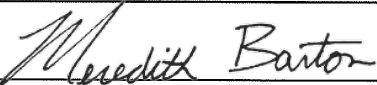
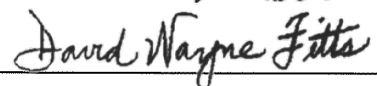
- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170704 Online Student Registration and Enrollment Systems

Company Name Prologic Technology Systems, Inc.
Address 10801-1 North Mopac Expressway Suite 120
City Austin State TX Zip 78759
Phone 512-328-9496 Fax 512-342-1705
Email of Authorized Representative jeffpepper@ptsteams.com
Name of Authorized Representative Jeff Pepper
Title President
Signature of Authorized Representative 
Date 7/24/17
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 9/24/17

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Contracts Support	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170704	Department		Floor/Room
Title	Online Student Registration and Enrollment	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	7/6/2017 08:02 AM (CT)	Telephone	(866) 839-8477	Email
Close Date	8/18/2017 03:00:00 PM (CT)	Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Prologic Technology Systems, Inc.
 Address 10801-1 N. Mopac Expressway
 Suite 120
 Austin, TX 78759
 Contact Jeff Pepper
 Department
 Building
 Floor/Room
 Telephone (512) 328-9496
 Fax
 Email jeffpepper@ptsteams.com
 Submitted 8/16/2017 02:38:44 PM (CT)
 Total \$0.00

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

Signature Jeff Pepper Email jeffpepper@ptsteams.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at 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.)	TEAMS is a web-based Enterprise Resource Planning (ERP) System for Business and Student Management. TEAMS is a single relational database that has capabilities for finance management, human resources, and student management combined in one web-based application that increases staff, efficiency, decreases downtime and cost of ownership, and eliminated manual data transfer. - TEAMS for Finance Management - Enable your district to more efficiently manage the most complex financial processes in the school district. - TEAMS for Human Resources - Give your district a global data management tool that provides the ability to effectively analyze the largest segment of a school district's budget. - TEAMS for Student Management - Give your district real-time integration of data. Teachers, counselors, and administrators can access and analyze the student information they need immediately after it is entered. - TEAMS ERP System-Wide - Pull information from Student, Finance, and/or Human Resources modules to build an intelligent, synergistic utility for school districts.
6	Primary Contact Name	Primary Contact Name	Jeff Pepper
7	Primary Contact Title	Primary Contact Title	President
8	Primary Contact Email	Primary Contact Email	jeffpepper@ptsteams.com

9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5123289496
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5123421705
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Calvin Williams
13	Secondary Contact Title	Secondary Contact Title	Directory of Marketing
14	Secondary Contact Email	Secondary Contact Email	cwilliams@ptsteams.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5123289496
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5123421705
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.	Rick Cabrera
19	Admin Fee Contact Email	Admin Fee Contact Email	rcabrera@ptsteams.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5123289496
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Melanie Lewis
22	Purchase Order Contact Email	Purchase Order Contact Email	mlewis@ptsteams.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5123289496
24	Company Website	Company Website (Format - www.company.com)	https://teams.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	74-2866511
26	Primary Address	Primary Address	10801-1 North Mopac Expressway, Suite 120
27	Primary Address City	Primary Address City	Austin
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	78759
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.)	ERP, Enterprise Resource Planning, Finance Management, Student Management, Human Resources, Payroll, Business Information System, Student Information System, TEAMS

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

40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	10
45	Years Experience	Company years experience in this category?	25
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)
		<p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>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;</p> <p>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;</p> <p>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.</p>	
50	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	<p>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</p> <p>You may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>Do you have any conflicts under this statutory requirement?</p>	No
51	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	No
52	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
53	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	
54	Antitrust Certification Statements (Tex. Government Code § 2155.005)	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that:</p> <p>(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;</p> <p>(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;</p> <p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p> <p>(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.</p>	(No Response Required)

Instructions for Certification:

(No Response Required)

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

56 Suspension or Debarment Certification

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

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.

57 Non-Discrimination Statement and Certification

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

- | | | | |
|----|--|---|------------------------|
| 58 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p> | (No Response Required) |
| 59 | 2 CFR PART 200 Contracts | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p> | Yes |
| 60 | 2 CFR PART 200 Termination | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes |

61	2 CFR PART 200 Clean Air Act	Yes
62	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Yes
63	2 CFR PART 200 Federal Rule	Yes

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

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?

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?

64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
65	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

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

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 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?

Yes, I Agree

71 Alternative Dispute Resolution Explanation of No Answer

72 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

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 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.

Yes

77 Payment Terms and Funding Out Clause

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

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance (No Response Required)
If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.
Fingerprint
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and
(2) has or will have direct contact with students
Then you have "covered" employees for purposes of completing the attached form.
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

<p>79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>80 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

- | | | |
|----|--|---|
| 81 | Solicitation Exceptions/Deviations Explanation | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> |
| 82 | Agreement Deviation/Compliance | <p>Does the vendor agree with the language in the Vendor Agreement?</p> <p style="text-align: right;">Yes</p> |
| 83 | Agreement Exceptions/Deviations Explanation | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p> |

Line Items		
Response Total:		\$0.00

REFERENCES

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

You may provide more than three (3) references.

[illegible]

RFP 170704 Online Student Registration and Enrollment Systems

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.

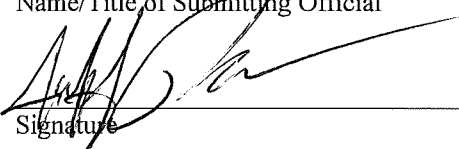
Prologic Technology Systems, Inc.

10801-1 North Mopac Expressway Ste 120, Austin TX 78759

Name/Address of Organization

Jeff Pepper, President

Name/Title of Submitting Official


Signature

7/24/17
Date

Disclosure of Lobbying Activities

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
Congressional District, if known?			Congressional District, if known:		
6. Federal Department / Agency:			7. Federal Program Name / Description:		
8. Federal Action Number, if known:			CFDA Number, if applicable: _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):			7. Award Amount, if known:		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address if different from No. 10a)(last name, first name, MI):		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____			14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No			16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: Jeff Pepper Title: President Telephone No: 512-328-9496 Date: 7/24/17					
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

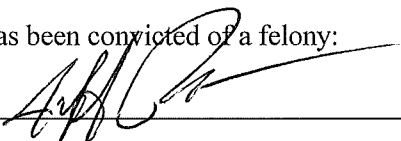
Official: Jeff Pepper, President
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

OR

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

Signature of Authorized Company Official: 

OR

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

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

RFP 170704 Online Student Registration and Enrollment Systems

IF OFFERER IS A CORPORATION,

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

OFFERER: Prologic Technology Systems, Inc.
(Name of Corporation)

I, Dawn Pepper certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

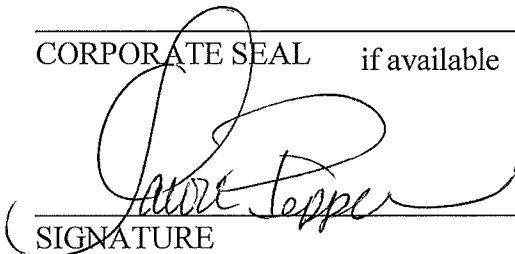
Jeff Pepper
(Name of person who completed proposal document)

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

President
(Title/Position of person signing proposal/offer document within the corporation)

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

CORPORATE SEAL if available


SIGNATURE

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 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? (Circle one)

☐ YES or NO ☒

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

☐ YES or NO ☐

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.


(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Prologic Technology System, Inc.

Print name of authorized representative Jeff Pepper

Signature of authorized representative 

Date 7/24/17

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

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

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

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

Name of company claiming confidential status of material

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

Address City State ZIP Phone

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

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

Prologic Technology Systems, Inc.

Name of company expressly waiving confidential status of material

Jeff Pepper, President

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

10801-1 N. Mopac Expy Ste 120 Austin TX 78660 512-328-9496

Address City State ZIP Phone



TEAMS
Student Information Systems
Capabilities Summary

Prepared for
TIPS Cooperative

RFP 170704

August 18, 2017

Sarah Bond, Contracts Compliance Specialist
Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
(866) 839-8477
bids@tips-usa.com

August 18, 2017

Re: RFP for Online Student Registration and Enrollment

Dear Ms. Bond,

Prologic Technology Systems, Inc. is pleased to submit this response to the TIPS Cooperative's Request for Proposal (RFP) for **Online Student Registration and Enrollment**. Prologic is confident that our innovative Total Education Administrative Management Solution (**TEAMS**) Student Information System (SIS) will meet and exceed Region 8 Education Service Center (ESC) needs now and into the future.

Our scalable TEAMS software was built to meet the needs of K-12 school districts. Prologic has extensive experience providing business information and student information solutions to school districts of various sizes. We have a long history of providing unparalleled support services and have developed an exceptional knowledge base around educational practices and software systems that support those practices.

Contact Information:

Point of Contact	Sales Representative	RFI Support
Name	Calvin Williams	Nikole Tiedeman
Title	Director of Marketing	Proposal Coordinator
Phone	512-328-9428	512-328-9428
Email	cwilliams@ptsteams.com	ntiedeman@ptsteams.com

Prologic is prepared to respond to any questions you have and are eager to provide any additional material you may need to further your evaluation. We look forward to this opportunity to work with TIPS Cooperative and to demonstrating the benefits TEAMS can bring.

Sincerely,

A handwritten signature in black ink, appearing to read "JP" or "Jeff Pepper".

Jeff Pepper, President
Prologic Technology Systems, Inc.

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Introduction



Prologic's Total Education Administrative Management Solution (**TEAMS**) Student Information System (SIS) software is a **real-time, web-based system** for all your administrative software needs. All users (Parents, Students, Teachers, counselors, office staff and administrators) can access accurate, up-to-date data from anywhere they have internet access.

TEAMS offers an advanced SIS solution that meets increasing demands for data reporting and security, and is a scalable solution to meet future needs of the district. TEAMS provides the following:

- TEAMS is a **single-system solution** that was built on an open architecture to capitalize on modern databases with 3rd normal form architecture and designed specifically for the K-12 market.
- Prologic clients represent almost 700,00 students.
- TEAMS offers **exceptional return on investment** by allowing our clients to expand capabilities and scale out their usage model to meet their new requirements.
- TEAMS also **eliminates** the need for the cost of integration with many 3rd party applications.
- TEAMS **streamlines and automates core processes** to increase administrative process efficiency.
- Provides a highly qualified team to help leverage TEAMS flexibility to **configure the system** to meet specific business processes.
- TEAMS is **extremely scalable** to allow districts to efficiently manage and operate over time.
- Provides district staff, including principals, managers, directors, and officers the information necessary to make **informed decisions** to manage their areas effectively.
- Provides system users and managers with necessary technology, tools, and training to enable them to **extract data** required to meet their business needs.
- Provides a **user-friendly interface with mobile capabilities** for all uses.

Prologic's primary areas of strength and excellence are our innovative product design and our deep understanding of the needs of our client base in the K-12 market. The TEAMS SIS solution provides the following key benefits:

- **A Single, Relational Database** - This data model increases efficiency and cost-effectiveness across your district. Information is stored as a single data source.
- **One Flexible, Scalable Solution** - One reason TEAMS is used in school districts of all sizes is because its J2EE standards, open systems architecture, and central database design—all in a Web-based solution—make it scalable to growth and adaptable to change. This also means TEAMS costs less to manage.

- **Off-the-Shelf Implementation** - TEAMS is an industry-intelligent solution. It does not require customization. Prologic's Project Management Team has vast experience implementing TEAMS and will ensure a smooth transition.
- **Single-Tier Support** - Support calls and tickets go directly to our Support Center and are handled by highly qualified and experienced professionals who understand your needs.
- **Real-Time Reporting** - Because TEAMS is a real-time system and data changes are reflected immediately, administrators can be sure their reports reflect the most current information. For reporting, TEAMS contains a broad selection of distributed reports, as well as a built-in SQL query builder. Districts can also build custom reports as necessary.
- **Web-Based Simplicity** - Because TEAMS is a Web-based solution, not Web-enabled, employees need only a Web browser to access TEAMS, which allows them to access TEAMS remotely with no difference in appearance or functionality from when they are on campus.

Who does Teams Help?

TEAMS for Administrators - Make better decisions with real-time information. Free your staff from time consuming paperwork.

TEAMS for Teachers - Spend more time focused on your students and less time worrying about paperwork.

TEAMS for Parents - Pay fees, track grades and quickly email teachers – all in one easy-to-access application.

TEAMS for Students - Easily create a Personal Graduation Plan and enter course requests online.

TEAMS for Registrars - Free your staff from time consuming paperwork with online registration and custom reporting.

TEAMS for Principal - Have up-to-the minute data on students and teachers on a mobile device.

Company Information

Prologic's has long been known for providing school districts with superior service and support. From our experience as a support company, we saw the dramatic shortcomings of legacy systems that had been patched together to meet growing information and reporting requirements. We wanted to create a system that took advantage of new technology and was an industry-intelligent solution. In 2003, we began to develop a Total Education Administrative Management Solution (TEAMS). Launched in 2005, TEAMS is the most extensive administrative solution ever offered to the K-12 industry.

TEAMS is built from the ground up using J2EE standards, open systems architecture, and a central, normalized database — all in a Web-based solution. **This design means TEAMS is scalable to growth, adaptable to change and costs less to manage.**

TEAMS Student Information System Capabilities Summary

TEAMS SIS is a web-based system for Student Management. TEAMS is a single relational database that has capabilities for finance management, human resources, and/or student management (**Figure 1**) combined in one web-based application that increases staff, efficiency, decreases downtime and cost of ownership, and eliminated manual data transfer.

- **TEAMS for Finance Management** - Enable your district to more efficiently manage the most complex financial processes in the school district.
- **TEAMS for Human Resources** - Give your district a global data management tool that provides the ability to effectively analyze the largest segment of a school district's budget.
- **TEAMS for Student Management** - Give your district real-time integration of data. Teachers, counselors, and administrators can access and analyze the student information they need immediately after it is entered.
- **TEAMS System-Wide Tools** - Pull information from Student, Finance, and/or Human Resources modules to build an intelligent, synergistic utility for school districts.

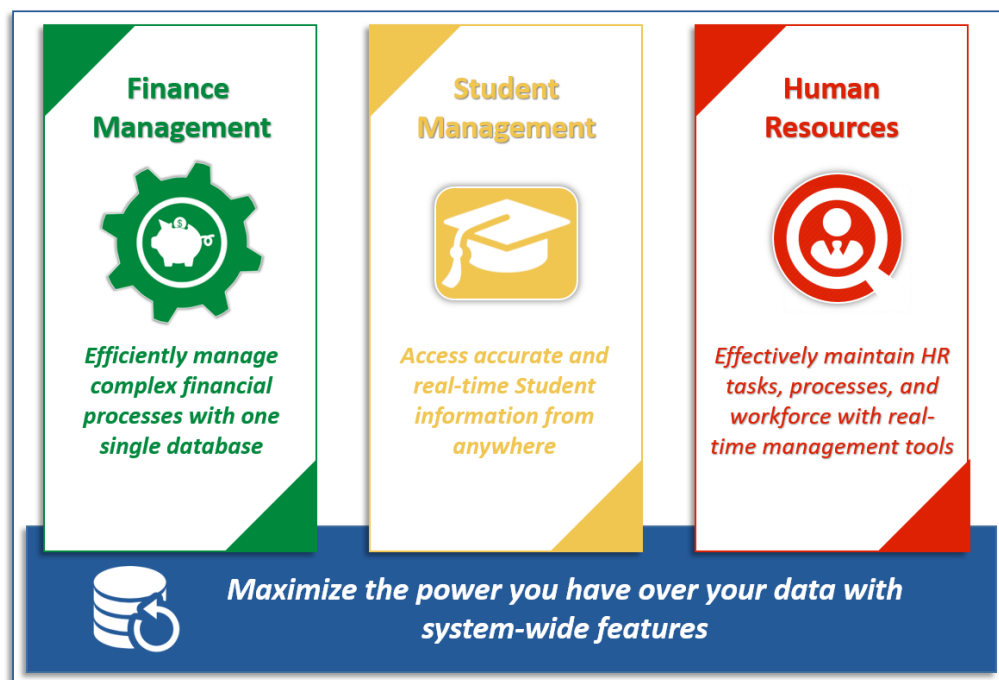


Figure 1: TEAMS System Overview

TEAMS SIS - Online Enrollment/Registration

TEAMS Online Enrollment/Registration capability is one of many features of the TEAMS Student Information System (SIS). The following is a list of features of the Online Enrollment/Registration within TEAMS SIS.

Online Enrollment/Registration Features

- Customize field labels and instructional text displayed
- Supports additional languages (in addition to English) for parents
- System logic prevents duplicate student data from being entered
- Custom student forms can be created
- Attachments can be uploaded

Addition SIS Capabilities

TEAMS for Student Management is a real-time, web-based system. Teachers, counselors, and administrators can access accurate, up-to-date data from anywhere they have Internet access. When attendance, assignment, and report card grades are entered by teachers, they are instantly viewable by not only campus administration, but also by parents and guardians.

Additionally, TEAMS SIS automates processes, such as scheduling and next year rollover, which eases their burden on your staff and enables you to focus more attention and resources on achieving your educational goals for your students

TEAMS for Student Management includes the following functionality:

- | | |
|-------------------------------------|--------------------------------|
| ➤ Online Enrollment | ➤ Portals (Family and Student) |
| ➤ Demographics | ➤ Fee Management |
| ➤ Address Standardization/Geocoding | ➤ Discipline |
| ➤ Attendance | ➤ Special Programs |
| ➤ Grading | ➤ Response to Intervention |
| ➤ Gradebook | ➤ Health Services |
| ➤ Graduation Plans | ➤ Scheduling |

The following sections provide additional information on a some of the major features of the proposed TEAMS student information management module.

Demographics

- The TEAMS database facilitates the enrollment and transfer of students across the district.
- The system prevents users from enrolling a student with the same state ID as another student.
- The Demographics tab was designed with PEIMS data elements in mind.
- A button to create TReX download files is easily accessible on the Demographic and Withdraw tabs.
- TEAMS stores each student contact's information only once. If multiple students are associated with the same contact, any changes to the information for the contact are automatically updated in the records of all associated students.

- When adding contacts, users can search for contacts already in the system by name, phone, or address, or they can search for contacts by siblings already in the system.
- TEAMS alerts users to potential duplicate data entry on both contacts and students.
- All addresses are formatted to USPS standards.
- The address boundary checker requires all students to have one parent/guardian with whom they reside and to have an address within campus boundaries or an address override reason.
- TEAMS has a schedule enroll process to accommodate those students enrolled at one campus, but who will attend classes at another campus (for example, night school). With the schedule enroll process, existing student data is used and a separate enrollment record is simply created for the second campus, thus eliminating the need to re-enter duplicate data for every schedule enrolled student.
- Students can easily be withdrawn, and TEAMS contains functionality to easily “No Show” a single student or a group of students.

Scheduling

- Mass Scheduling functionality, allows administrators to process course requests for all students in a selected grade level or for all students at the campus. They can assign priority to the grade levels they want to process first. Before the Mass Scheduler is run, the TEAMS system generates a preliminary Validation Report that can be reviewed to determine if problems with student course requests need to be corrected before running the Mass Scheduler.
- The Mass Scheduler automatically balances classes based on gender, ethnicity, and student counts, with optional balancing criteria based on special programs.
- The Mass Schedule Change function allows users to mass add, delete, or drop courses.
- Elementary Scheduling is simplified with mass schedule change functionality that lets campuses quickly assign groups of course requests for groups of students.
- With the Scheduling Self-Serve application in TEAMS, course requests are entered using a Web portal. Students sign-in and enter their own course requests at a campus location with counselors helping them, or they can enter the requests from home with their parents helping them. Because they do not have to enter the students' course requests, school counselors have more time to meet with students to discuss their educational goals and plans.
- When a student withdraws from a district campus and later re-enrolls, either at a new campus or as a returning student to the same campus, the course requests from the withdrawn campus are displayed in the Scheduling function, and any of these courses that are used at the new campus can be quickly scheduled and linked with the courses at the previous campus.
- Seat counts are updated in real-time and viewable when scheduling a student.
- Users can see a student's history of dropped classes.
- Grades and attendance can be transferred with easy schedule linking.

Master Scheduler

- In TEAMS, courses are defined at the district level and then pushed to the campuses that use them, thus eliminating the need to build courses multiple times. Course information can be

edited at the campus level as necessary, or if preferred, the district can lock specific entry fields at the campus level.

- New courses are easily added to the Master Schedule for a campus in the Course Sections function, which also allows course sections to be connected for grading and attendance purposes. The Section Fast Form function allows multiple course/sections to be assigned quickly to one position.
- Districts can use Master Schedule Builder functionality to define preferences and relationships to let TEAMS automatically pick the best term/day/period for a course/section based on courses requested and teacher availability.
- The Master Schedule Builder has the ability to save Master Schedules, which means a Master Schedules can be restored from a past builder run and selected for use if the previous run results work best for the campus.

Attendance

- Attendance data can be entered on, before, or after the actual effective date.
- Campuses can access and edit attendance for the dates a student was enrolled on their campus even after they are withdrawn and enrolled on another campus.
- Current campus can view absences recorded by a previous campus.
- Teacher attendance is available in class roster or seating chart format. The system recognizes the teacher's role from his or her login and displays the appropriate class rosters.
- Schedule changes are reflected in real-time on teacher rosters.
- Attendance posting rules and period time limits are configurable by campus.
- Connect multiple course sections taught in same period to all display on one attendance screen.
- Attendance clerks can enter and edit attendance in section view similar to the teacher's view or in a student view with a matrix of days and periods.
- Unapproved Absences List easily identifies absences with the default absence reason.
- Official attendance period can be overridden for individual students.
- Attendance clerks can use Mass Maintenance Attendance to modify records for groups of students who share an attendance status
- District-defined attendance groups allow reporting on any combination of absence reasons.
- TEAMS has Excessive Attendance Reports and Letters.
- TEAMS includes all state-required Attendance Reports.

Gradebook

- TEAMS eliminates the need for third-party Gradebook applications.
- Teachers can control the look/feel of their Gradebook by deciding color schemes for different types of assignments, using aliases for class names, etc.

- In the Gradebook, students' averages are updated in real-time, and teachers can post information for Progress Reports or Report Cards with the click of a button.
- Schedule changes are reflected in real-time on the teacher's Gradebook.
- After a schedule change, the teacher can view assignment grades from the dropped course section.
- Teachers have access to their classes at all campuses based on Master Schedules.
- Gradebook categories and weights can be controlled at the campus level.
- Category weight can be modified across grading periods.
- Assignments can be copied from one class to another.
- Notes and attachments can be added to each assignment.
- Teachers can easily navigate from their Gradebook to quickly take attendance for their class.
- Teachers have quick access to student demographic data, contacts, schedule, attendance, and reports.
- Notes can be entered for each student assignment grade.
- Dates with recorded absences are identified with corner tags.
- The Finalize feature allows teachers to indicate grade verification completion electronically.
- Standards/Skills based grading functionality is accessible from the Gradebook. (Skillbook)
- Grading clerks and district staff have the option to post the Gradebook cycle average for a grade type for one, multiple, or all course/sections at a campus

Grading

- Grades can be calculated at the student, section, or campus level.
- Changes in enrollment and schedules are reflected in real-time in Grading functions.
- Grading periods are defined at the campus level.
- Grades earned out-of-district can be entered and identified with a different color in TEAMS.
- Grading clerks and administrators can view any teacher Gradebook through the Section Grading function.
- The district can define and calculate an unlimited number of GPAs. The district chooses the components of the numerator and denominator and decides how many decimal places to use for the calculation (up to 15).
- Ranks can be calculated on any GPA with an option to keep the rank history.
- Students can be excluded from rank runs and included in different campus rank runs.
- GPA and ranks can be viewed online and can be manually overridden when necessary.

Transcripts/Graduation Requirements

- TEAMS Transcript functionality is designed for Texas districts and contains the state-required transcript.
- Out-of-district records can be easily entered using existing course information or using the state Service ID if the district does not offer the same course.
- Transcript data is entered in one place, and imported TAKS data is printed on the transcript.
- Grades can be mass transcribed for a selected grade range at a campus or for an individual student.
- Distinguished Achievement Program can be entered and printed on transcripts.
- Users can view credit deficiencies based on a student's graduation plan. Information can be viewed online or through a report.
- A Personal Graduation Plan (PGP) can be created for a student and printed in standard state format.

Discipline

- PEIMS edits and data entry drop-down filtering assist users with data entry. "Warning" or "Fatal" messages, as appropriate, are displayed if incorrect data is entered.
- TEAMS has separate entry screens for teachers and discipline clerks.
- Districts can set up Discipline Notifications for when a teacher enters a discipline incident.
- Incident numbers are managed across the district with the ability for multiple schools to access the same incident.
- With easy merge options, separate incidents can be combined when necessary.
- With quick links, users can display attendance, demographic, grading, health, a photo, and schedule information for the student.
- Indicators allow users to see a student's Special Program participation while they are entering a discipline incident.
- Multiple students can be added to the same incident within the same campus.
- Offenses/actions can be quickly copied from one student to another.
- Users at one campus have the option to view a student's discipline information at other campuses, as well as the option to view a student's discipline history across all campuses and years within the district.
- In TEAMS, courses can be created specifically for use as ISS-Detention courses, and discipline clerks can add students to these class rosters using the Discipline module.

TSDS/PEIMS

- PEIMS Rules Processor: PEIMS edits are built into the normal day-to-day operations of the product without requiring any extra steps for the person responsible for data entry. This way,

data issues are caught when data is entered, rather than at a later date when campus personnel may not remember the situation or be available to address the issue.

- Because TEAMS has all required PEIMS data elements on the appropriate module pages, data is easily retrieved when PEIMS submissions are due. “Warning” or “Fatal” messages, as appropriate, are displayed if incorrect data is entered.
- The average PEIMS submission builds in less than 30 minutes, based on district size.
- With TEAMS, districts have the ability to search for all of the PEIMS records associated with a student or teacher. Edits and additions can be made as needed.
- TEAMS also has easy access functions to create PET, TREx, and TAKS/TELPAS/STAAR/EOC Pre-Code files.
- TEAMS has all state-required attendance and health reports.
- TEAMS is integrated with the Texas Student Data System District Connections Database.

Health

- TEAMS automatically calculates the immunization status for students based on Texas Department of State Health Services requirements. Immunization dates can be mass added, which reduces data entry.
- Nurses can use TEAMS for vision, hearing, spinal, Acanthosis Nigricans (AN) screenings, as well as other screening records, such as a student’s height, weight, blood pressure, hygiene, and dental information. The system automatically calculates the student’s Body Mass Index.
- Class health screening functionality allows nurses to quickly enter screening results for a class roster or grade level. Districts can define default test results (i.e., results for 20/20 vision), so that nurses only have to make entries for students with results other than the default. This saves data entry time.
- Nurses can enter information about each visit to their office, including vital signs, symptoms, assessments, action/interventions, and information about the result of the visit.
- Districts get to decide what medical history details to track for students. Certain health details (for example, allergies) can be displayed to other system users if desired.
- Nurses can schedule and track recurring student medications/procedures so that they are displayed on the nurse’s Daily Health Maintenance list. The system will maintain an inventory of a student’s medications.
- TEAMS is distributed with multiple standard health reports, including those required by the State of Texas.

Special Programs

- Districts have the ability to define their own programs for groups of students, as well as to define district dates to use with specific Special Programs.
- As with other TEAMS modules, the Special Programs functionality is designed to accommodate PEIMS reporting.
- PEIMS edits are built in at data entry points.

- Central administration can access Special Program data for a student without having to know which campus where the student is enrolled.
- Special Program history is easily viewed and maintained for students. At the new year rollover, Special Programs can be ended or remain active.
- Special Program identifiers can be added to any Student screen.
- User-defined tabs and fields can be added to track additional Special Program information.

Parent Portal

- Districts can control whether parents can register for the Parent Self-Serve application online or if they need to go to their student's campus to register. If the district chooses to allow parents to register online, they get to select from several fields that are used for account authentication. The online application can be approved immediately or put in an approval queue.
- Districts can control what information is displayed in the Parent Self-Serve application at different campuses.
- Parents can view assignment information for a selected class as recorded in the teacher's Gradebook. Allowing them to view real-time assignments and dates, due dates, grading scale used, assignment weights, and the grade the student received on the project. Parents can also view Progress Report, Report Card, and Attendance information for their children.
- Parents can quickly email teachers using the TEAMS Parent Self-Serve Portal.
- Parents can subscribe to receive automatic system notifications regarding their student's attendance and grades.
- Summary Discipline, Health Visit, and Transportation information can be viewed.
- Custom notes for Parent Self-Serve display can be created at the district, campus, and class level.

TEAMS System-Wide

TEAMS will provide you integration with business intelligence. Information is pulled from the Business Information and/or Student Information Systems to build a synergistic utility that maximizes the power you have over your data. For example, you can define electronic notifications to alert staff across departments to events you define, such as approvals, denied requests, or new applicant. Incorporating business rules enable you to include your best practice procedures in the implementation of TEAMS.

With TEAMS Security, you have an increased level of control over what users can access—from entire modules, down to the granular level of entry fields on a page. Security is assigned to positions, not to people, which streamlines the security management process. Security access can be set quickly and efficiently, and if a person changes positions, his or her security settings are automatically reset for the new position assignment.

TEAMS includes the following features:

- | | |
|---------------------------------|-----------------------------------|
| ➤ Dashboards | ➤ System Notifications |
| ➤ Mobile App | ➤ Process Management Workflow |
| ➤ Security | ➤ Electronic documents Management |
| ➤ Reporting (Standard & Ad-hoc) | ➤ State and Federal Reporting |

The following sections provide PPS with additional information on other system wide tool of the TEAMS

Security

- TEAMS centralizes information into one database. Sensitive data can be protected by the your existing firewall, and actions are tracked and can be viewed in the audit trail.
- With TEAMS, you can assign very specific security access to employee positions in accordance with district security policies. Security Roles are created based on job roles, or functions, and then assigned to specific employee positions.
- TEAMS links security to the position and not individual employees, once the Security Role is assigned to a position, it does not have to be reassigned when new employees fill the position.
- With the Security Role, districts can control at a granular level the information employees can view, edit, or enter. Districts can manage access to pages within a function, as well as the specific controls on the page (for example, entry fields or drop-down lists).

Mobile App

The TEAMS application is constantly changing to meet the needs of our clients with new releases. TEAMS is also a very modularized application with components implemented in a highly standardized fashion. Together these components make up the complete application. To ensure all reasonable areas of TEAMS are accessible and operable via mobile devices and browsers, Prologic rolled out the TEAMS mobile applications for a wide variety of functional areas. These mobile applications are implemented with the latest hybrid mobile application technologies and leverage the business intelligence components used by our standard user interface.

TEAMS Mobile is free app available for Android, iOS, and Windows devices. This is just one example of leveraging our architecture to stay current with emerging technologies.

System Notifications

- TEAMS has a complex and innovative communications system that notifies you of certain events that you define. You can subscribe to be notified of system events that matter to you.
- You can also control who can subscribe to system notifications.

Process Management Flow

- We include your district's best practice procedures into your system deployment. This offers you an opportunity to reduce errors and improve efficiency through system implementation.

Electronic Documents

- TEAMS provides the ability for users across the spectrum—from applicants to teachers to vendors—to work in a paperless environment. This is especially useful in employee evaluations, electronic contracts, eSignature, and all components of the Employment folder.
- Another impressive component is that when applicants access an electronic posting, they can attach documents to their application and name it in terms of what the district requires.

Prologic Services Overview

From project planning, through implementation, training and ongoing support, Prologic offers professional expertise and services that can be relied on to ensure the transition to TEAMS is smooth and the solution continues to deliver value for years to come. Service Areas include

- Implementations Services
- Client Services
- IT Services
- Data Services



Implementations Services

Project Management

Prologic provides superior project management to get your district up and running on the TEAMS SIS on time and on budget. Because Prologic designed TEAMS from the ground up with the help of school districts, the system is industry-intelligent and does not require customization, which means you can have an off-the-shelf implementation. For each client implementation, we assign a dedicated, experienced Project Manager, who works to understand your district's processes and manages ongoing project activities. In addition, Prologic uses an online project management tool so that you can see the progress of your implementation on the Web through every phase of the project.

Client Services

Consulting Services

Prologic offers customized services (training, programming & consulting) that help you maintain and tailor TEAMS system to meet your district's business information management needs. Our staff of knowledgeable and experienced consultants are available to help you seamlessly integrate your data

and streamline your processes. Prologic provides on-site or off-site consulting and is able to assist with new projects or advise you on a planned implementation.

Training Services

Prologic believes that an implementation project's success is heavily dependent on the development, implementation, and maintenance of effective training programs. Prologic combines general training knowledge with specific programmatic knowledge to provide successful training packages. Our approach draws upon the depth of our experience over the past 25 years in training and supporting our customers using the Pearson products, and more than 11 years of experience training the TEAMS users. We will attempt to include our training philosophy:

“Tell me and I will forget; show me and I may remember; involve me and I will understand.”

We will develop a training plan for your district that will include the training audience, training topics, proposed training materials and tools, training logistics including the training locations and schedules, training communication plan and training evaluation procedures. Prologic invites the district staff to provide the input to our staff while the plan is being cooperatively developed, to conduct a review of the training methodology, and to offer feedback on the effectiveness of the training program. We have learned from our previous TEAMS projects that because of the design of the application and the amount of training for TEAMS modules is less than that for other systems.

Support Services

The TEAMS support program is simple. The same support program is used for all levels of users and technicians. Technical and end user support is handled in the same manner at Prologic. Your district can be assured that your users will receive the support needed, by the proper staff that can resolve the issue in a timely manner. We provide multiple methods of access to our central support center based in Austin, Texas, through web-based direct access to the Help Desk, problem resolution software and toll-free phone access to the Help Desk.

The TEAMS Help Desk is open from 7:30 a.m. through 5:30 p.m., Central Time, Monday - Friday, except Prologic holidays. For emergency purposes outside the normal days or hours of operation, users have access to our issue tracking and resolution program.

Maintenance

Prologic licenses TEAMS as an enterprise site license with unlimited users. Any future updates are included and are defined in the license agreement. Software upgrades and patches are included in the pricing and available at no extra cost to the district.

Prologic takes the following measures to ensure that TEAMS is operating effectively for our clients.

- We have Developers conduct unit testing on new development and enhancements.
- We have Consultants develop and execute detailed test plans to test the functionality of the product.
- Testing is done in local environments that are scrambled copies of client data. This ensures that all testing is done with real world data and scenarios in mind.

Data Services

Data Conversion

Prologic built its conversion process around ensuring data integrity when migrating to TEAMS. We would work closely with your district and use proven processes to give you confidence in the converted data. We offer the option of converting into a User Acceptance environment, which enables you to view the data through the User Interface before pushing to production. Additionally, when necessary, we have created internal environments for district to fast-track conversion while they are procuring hardware.

Custom Report Development

The TEAMS system comes with hundreds of distributed reports, but if your district would like to customize a report or have a report designed specifically for you, Prologic report writers can perform requirements analysis and create the report you need.

Third-Party Interface Development and Support

Our clients typically find that the TEAMS replaces many of their third-party products, but should your district need an interface to a third-party product, Prologic can set up the interface, perform any required custom programming, and provide ongoing maintenance and support.

IT Services

Hosting

The cloud enables you to scale as you grow, have a better utilization, provide operation efficiencies, and lower capital investments. Prologic offers a hosted TEAMS solution that is managed by us and allows for access from anywhere.

Benefits of a Hosted Solution

- **Scale as You Grow**—Load balance, add additional memory, storage and CPU capacity as needed.
- **Redundancy**—We offer server infrastructure and data replication for High Availability and Disaster Recovery.
- **Advanced Server Monitoring**—Reduce downtime due to unexpected events. Your system is monitored 24x7x365.

- **Cloud Computing Access**—Access your data from anywhere.
- **Backup Solution**—We offer full local or offsite data backups with several options for data replication.

Managed Services

Managed Services is an offering from Prologic to fully manage the software, equipment, and on premise IT environment to effectively run TEAMS. Service areas include:

- Server and Network Management Inside the TEAMS-related Environment
- Backup Monitoring & Remote Offsite Backup Service
- TEAMS Application, Database, and Hardware Support

Provided Support

Managed Services Support

- Unlimited Phone and Remote Support
- Service Availability Monitoring
- Patch Management
- Event Log Monitoring
- Log File Maintenance
- Drive Space Monitoring
- User Account Administration
- Security Administration
- Automated 24x7 Network Monitoring
- Firewall Management
- Asset Lifecycle Management and Asset Reporting

Application & Database Support

- Perform System Reboots
- Monitor TEAMS Licensed Modules for any Degradation of Performance
- Install Service Packs, Updates, and Releases

Backup Monitoring

Incremental backups performed as frequently as every 30 minutes, addition backup and archive services include:

- Remote (Off-Site) Storage Provided at a Tier 1 Data Center
- Day-To-Day Data Restoration of Files
- File Folders and Other Customer Data
- Data Recovery Capability
- Monitoring and Testing of
- Onsite Server and Remote Storage

Hardware Support

- Equipment and devices that are utilized with TEAMS
- Recommend hardware to be purchase, or
- Purchase/resell hardware to the district

Disaster Recovery

Prologic has an affordable full data backup solution that provides several options for offsite data replication, just in case of a disaster. When a client declares a disaster, Prologic deploys the resources needed to support the client's database in the TEAMS Data Center.

Provided Disaster Recovery Services:

- **Backup** - The most fundamental part of recovering from any disaster is the availability of a valid system backup. Prologic has devised a solution that stores and inventories a current replica of the database for deployment in a short window of time using a simple log shipping technique.
- **Archive** - Prologic will configure nightly, weekly, and monthly processes that archive critical setting and configuration files, as well as external files and reports necessary for restoration.
- **Disaster Recovery** - If an event of declared disaster, Prologic will bring a production grade copy of the client's database server online, as well as an equivalent number of application servers to match the processes previously active in the client's production environment.

Implementation Plan Summary

Implementation Methodology and Timeline

Prologic uses a traditional project management approach when determining how the project will be designed, configured, and implemented. The project will be broken down into five distinct phases (**Figure 2**) to ensure all aspects of the implementation are taken into consideration and addressed at the appropriate time. The five phases of the project are **Initiation, Planning, Executing, Monitoring, and Closing**.



Figure 2: Implementation Phases

The implementation timeline is dependent on many factors, including the districts' ability to allocate implementation resources and a defined scope of work. **Prologic estimates TEAMS could be implemented in a 12-18 month timeframe.** A modified timeframe and a detailed project timeline would be developed with HCSP up further discussion of requirements scope, staff availability, and district schedule.

Prologic works hard to ensure the transition to the TEAMS SIS is smooth. We front-load the implementation project with specialists, and early in the process, they plan the required activities and resources. This approach leads to greater district autonomy during the later stages of the project, which in turn results in lower program management costs by allowing your staff sufficient time and resources to complete implementation tasks in addition to their daily duties.

Best Practice Implementation Scheduling Start - SIS

Prologic will work directly with the district to identify key district dates for scheduling students for the upcoming school year. Once those dates are identified, Prologic will work with the district to ensure all setup necessary for scheduling students is complete before course requests need to be entered for the upcoming school year. Typically, districts start this process in the second semester of the current school year.

Prologic will meet with the district on-site to ensure key staff is available to help in the decision making process for the implementation schedules.

Typically, Prologic will start with the scheduling process and that leads to when students need to be enrolled in TEAMS (necessary for a student to be scheduled into TEAMS). Then, Prologic will work with your district to get trainers trained on how to enroll students into the system. Prologic recommends a dual enrollment process (enroll in current system and also enroll in TEAMS) for a short period of time before school ends. This process has proven beneficial to campus staff to help familiarize the campus staff with TEAMS prior to the first day of school - while in high stress season.

After scheduling and enrollment training dates are set, Prologic will work with the district to schedule the training on the remaining modules. Training for the remaining modules will be timed according to when staff is available for training and timed to coincide with the activities. For example, Prologic recommends training campus staff on how to enter grades and run progress reports/report cards right before the campus staff will need to generate progress reports. Another example would be to train teachers on entering assignment grades and taking attendance the week before school starts.

Figure 3 provides the typical and recommend implantation sequences of TEAMS SIS functional areas.

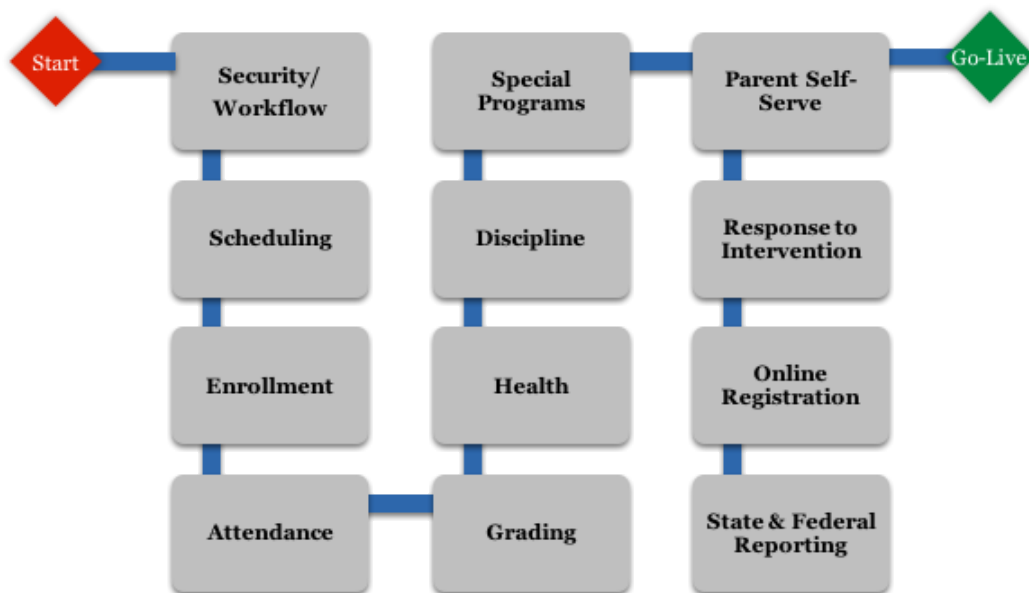


Figure 3: Typical Implementation Sequence – SIS

Functional Area Implementation Level of Effort

Each functional area is implemented separately and some areas are dependent on the successful setup on of other areas to start their implementation. **Figure 4** provides the typical implementation process of most functional areas.

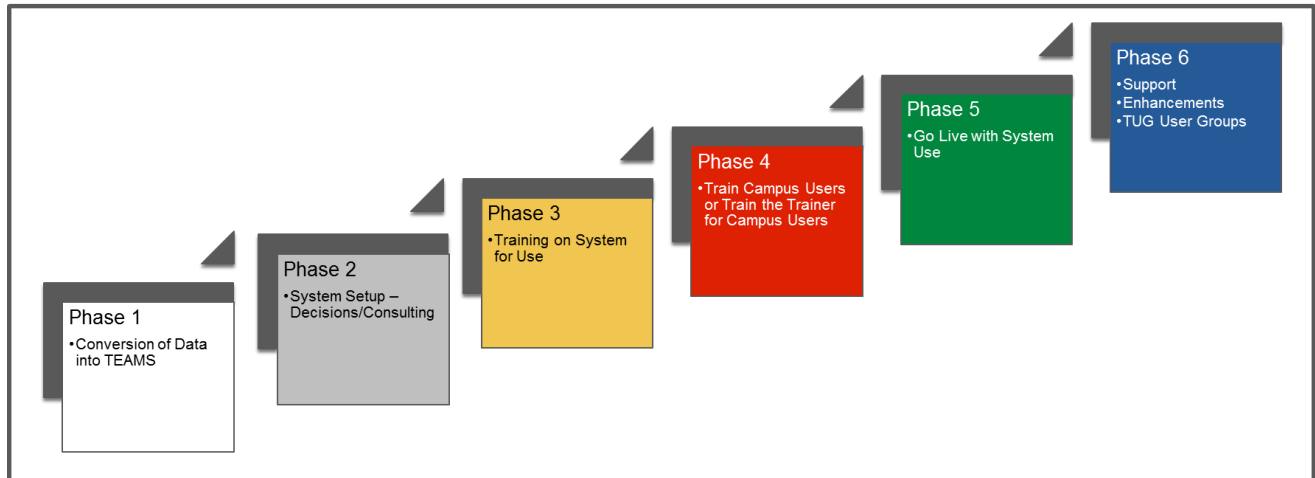


Figure 4: Sample Implementation Process of Functional Area