

TIPS VENDOR AGREEMENT

Between TITAN School Solutions, INC. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RFP 180306 Technology Solutions Products and Services (2)

General Information

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

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

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

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

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

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

Customer Support

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

Agreements

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

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

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

Tax exempt status

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

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Assignments of Agreements

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

Disclosures

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

Renewal of Agreements

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

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

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

Shipments

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

Invoices

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

Payments

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

Pricing

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

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

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

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement.

Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience

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

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Agreement

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

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

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

Smoking

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

Marketing

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

Supplemental agreements

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

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Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

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

Force Majeure

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

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general

scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

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

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

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

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

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

Insurance Requirements

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

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

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

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

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

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

TIPS Vendor Agreement Signature Form

RFP 180306 Technology Solutions Products and Services (2)

Company Name TITAN School Solutions, Inc.

Address 19900 MacArthur Blvd. #1000

City Irvine State CA Zip 92612

Phone 916-467-4700 Fax 916-467-4700

Email of Authorized Representative mgorden@titank12.com

Name of Authorized Representative Mike Gorden

Title Vice President of Sales

Signature of Authorized Representative 

Date 4-24-18

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/25/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

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

Supplier Information

Company Titan School Solutions, Inc.
 Address 3017 Douglas Blvd
 STE 300
 Roseville, CA 95661

Contact
 Department
 Building
 Floor/Room
 Telephone (916) 467-4700 x700
 Fax
 Email

Submitted 4/29/2018 09:55:49 PM (CT)
 Total \$0.00

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

Signature Stephanie Freeman

Email sfreeman@titank12.com

Supplier Notes

Bid Notes

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

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at 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.)	<p>TITAN School Solutions is Making Schools Stronger by bringing state-of-the art efficiencies and real time transparency to school foodservice. TITAN founders are school information technology veterans.</p> <p>TITAN offers an entirely Software as a Service (SaaS) cloud based platform. TITAN performs all maintenance, upgrades, and backups to be expected with an enterprise platform. We support Google Chrome, Microsoft Edge, and Apple's Safari on all supported operating systems such as Windows, OS X, and Android. There is no software to install, maintain, or upgrade; even at the POS.</p> <p>TITAN is a multi-tier application supporting simultaneous users effortlessly in real time. By utilizing the latest browser based technologies, we minimize network bandwidth, reduce user response times, and increase productivity.</p>
6	Primary Contact Name	Primary Contact Name	Bradley Blankenship
7	Primary Contact Title	Primary Contact Title	President
8	Primary Contact Email	Primary Contact Email	bblankenship@titank12.com

9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9164674700
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9164674700
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9165992003
12	Secondary Contact Name	Secondary Contact Name	Bobby Sharp
13	Secondary Contact Title	Secondary Contact Title	President of Sales
14	Secondary Contact Email	Secondary Contact Email	bsharp@titank12.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9164674700
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9164674700
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4074210139
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Bradley Blankenship
19	Admin Fee Contact Email	Admin Fee Contact Email	bblankenship
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9164674700
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Stephanie Freeman
22	Purchase Order Contact Email	Purchase Order Contact Email	sfreeman@titank12.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9164674700
24	Company Website	Company Website (Format - www.company.com)	titank12.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	465546777
26	Primary Address	Primary Address	19900 MacArthur Blvd. #1000
27	Primary Address City	Primary Address City	Irvine
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	CA
29	Primary Address Zip	Primary Address Zip	92612

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.)	TITAN, School Solutions, School Nutrition, Accounting Modules, SaaS, Software as a Service, POS, Point-of-Service, Point of Sale, Inventory, Menu Planning, Nutritional Analysis, General Ledger, Accounts Payable, Accounts Receivable, Online Payments, Online Applications, School Cafeteria, School Lunch, Software, POS Hardware, Input devices, Touchscreen, Aures, input devices, family portal, mobile friendly, Free and Reduced, Application Processing, Online Applications, lunch system, back of house, front of house, production, financial, payment, integrated, k-12, verification, benefit, nutrition, operations, central, office, orders, invoice, free, reduced
31 Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32 Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33 Company Residence (City)	Vendor's principal place of business is in the city of?	Irvine
34 Company Residence (State)	Vendor's principal place of business is in the state of?	California

35	Felony Conviction Notice:	<p>(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.</p> <p>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."</p>	(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?	3
45	Years Experience	Company years experience in this category?	4
46	Resellers:	<p>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.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(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.</p>	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?	No
49	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <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>	(No Response Required)

- 50 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES
- The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.
- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?
- 53 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

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

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

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

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.

57 Suspension or Debarment Certification

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

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

58 Non-Discrimination Statement and Certification

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

59 2 CFR PART 200 Contract Provisions Explanation

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

(No Response Required)

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

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

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

60 2 CFR PART 200 Contracts

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.
Does vendor agree?

Yes

61 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

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

65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from</p> <p>indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as</p> <p>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</p> <p>any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently</p> <p>performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on</p> <p>behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in</p> <p>the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to</p> <p>indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated</p> <p>damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified</p> <p>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</p> <p>to these terms?</p>	Yes

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

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

- 71 Alternative Dispute Resolution Yes, I Agree
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?
- 72 Alternative Dispute Resolution Explanation of No Answer
- 73 Infringement(s) Yes, I Agree
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?
- 74 Infringement(s) Explanation of No Answer
- 75 Acts or Omissions Yes, I Agree
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?
- 76 Acts or Omissions Explanation of No Answer
- 77 Contract Governance Yes
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.

78 Payment Terms and Funding Out Clause

Payment Terms:
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.

Yes

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

79 Insurance and Fingerprint Requirements Information

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

Fingerprint
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and
(2) has or will have direct contact with students
Then you have "covered" employees for purposes of completing the attached form.
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

81 Solicitation Deviation/Compliance

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

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

Line Items

Response Total: \$0.00

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Cupertino Union School District	Nicole Meschi	meschi_nicole@cusdk8.org	408-252-3000
Queen Creek Unified School District	Carol Weekly	cweekly@qcusd.org	480-987-5983
Phoenix Union High School District	Nancy Cohen	ncohen@phoenixunion.org	602-764-7901
Torrance Unified School District	LaShonta Netherly	netherly.lashonta@tusd.org	310-972-6350
Washington Elementary School District	Connie Parmenter	connie.parmenter@wesdschools.org	602-896-5230
Selma Unified School District	Alex Carillo	acarillo@selmausd.org	559-898-6513
Palos Verdes Peninsula Unified School District	Christina Lin	linc@pvpusd.net	310-732-0900
Apple Valley School District	Rose Stark	rose_stark@avusd.org	760-247-8001
Burbank Unified School District	Kathy Sessinghaus	kathysessinghaus@burbankusd.org	818-729-4540
Brea Olinda Unified School District	Stefanie Zoellner	szoellner@bousd.us	714-990-7805

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.

TITAN School Solutions, INC.

Name of Organization

19900 MacArthur Blvd. #1000, Irvine, CA 92612

Address, City, State and Zip of Organization

Mike Gorden, Vice President of Sales

Name & Title of Submitting Official



Signature

4-26-18

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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


Official: Mike Gorden, Vice President of Sales
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

OR

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

Signature of Authorized Company Official: 

OR

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

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

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

OFFERER: TITAN School Solutions, INC.

(Name of Corporation)

I, Bradley Blankenship _____ **certify that I am the Secretary of the Corporation**
(Name of Corporate Secretary)

named as OFFERER herein above; that

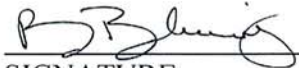
Mike Gorden _____
(Name of person who completed proposal document)

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

Mike Gorden, Vice President of Sales _____
(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

4-26-18

DATE

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

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

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

(Check one)

YES or NO

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

(Check one)

YES or NO

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

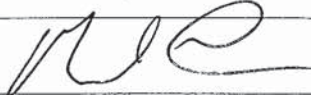
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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

Company Name TITAN School Solutions, INC.

Print name of authorized representative Mike Gorden, Vice President of Sales

Signature of authorized representative 

Date 4-26-18

Texas Government Code 2270 Verification Form

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

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

I, Mike Gorden as an authorized representative of
TITAN School Solutions, INC., a contractor/vendor
Insert Name of Company

engaged by


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

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

AND

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

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


Signature of Named Authorized Company Representative

4/26/18
Date

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

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

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

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

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

Name of company claiming confidential status of material

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

Address	City	State	ZIP	Phone
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ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature _____ Date _____

OR _____

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

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

Mike Gorden	Vice President of Sales
_____ Printed Name authorized company officer	_____ Title of authorized company officer
19900 MacArthur Blvd. #1000 Irvine CA 92612	916-467-4700 x 704
Address _____ City _____ State _____ ZIP _____	Phone _____
Signature  _____	Date 4-26-18

Warranty

Hardware Warranty

Input Devices: 1 Year Warranty.

TITAN warrants input devices to be in good working order and free from defects in materials and workmanship under normal use for a period of One-Year from the date of purchase. Any abuse, including opening the case, will void the warranty. Your sole remedy and TITAN's entire liability for this product will be repair or replacement as provided for above, or at TITAN's option, the refund of your purchase price. A Return Material Authorization (RMA) Number must be obtained before returning a product. This warranty covers parts, labor, and return shipping only. The customer shall be responsible for the shipping cost of sending the product to the manufacturer. TITAN will send the repaired, or replaced, product via UPS ground at our cost. Any shipping method requested which differs from this shall not be covered by this warranty.

Aures Yuno All-in-One Touchscreen Computers: 4 Year Warranty

Any goods supplied by AURES that are found to be faulty 'out of the box' within 5 working days of delivery will be picked up and returned to AURES at our cost. All other goods must be returned to AURES at your cost. Products returned for failures covered by the warranty will be repaired and returned at no cost to you. Products returned outside of warranty, or with faults not covered by the warranty, will be repaired only after agreement has been given to proceed. Return carriage to your site will be invoiced along with the repair charge. All non-warranty products returned to AURES Technologies, Inc. for repair will incur a non-negotiable inspection, cleaning and handling fee of \$45.00 for system/displays & \$20.00 for printer/scanner. Goods damaged or lost in transit between your site and AURES will be your responsibility. You will be responsible to make claims directly with your chosen courier. A repair report will be issued after inspection describing the fault and outlining the costs of repair (including costs for replacement parts and components.) It is your responsibility to advise us if you want the repair to proceed within 28 working days of receipt of this report. Failure to do so will result in the product being returned and an invoice raised for the inspection fee and return carriage.

Returns

Purchaser may return hardware within thirty (30) days of receipt of hardware only if hardware is in original packaging and in original condition. A 15% restocking fee will be charged on return items. Purchaser will be responsible for shipping fees on the return of the hardware. Purchaser will need to contact TITAN for a Return Material Authorization (RMA) Number.

Software Warranty & Disclaimer

Following is the TITAN Master Subscription Agreement which contains the Software Warranty & Disclaimer in Section 7





Master Subscription Agreement

PLEASE READ THIS MASTER SUBSCRIPTION AGREEMENT CAREFULLY BEFORE ACCEPTING THE TERMS AND CONDITIONS OF THIS MASTER SUBSCRIPTION AGREEMENT, ANY ADDITIONAL TERMS AND ANY ORDER FORMS ENTERED INTO BY YOU AND TITAN SCHOOL SOLUTIONS INC. ("TITAN") ARE COLLECTIVELY REFERRED TO AS THE "AGREEMENT." UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS SHALL HAVE THE MEANINGS SET FORTH IN SECTION 11 BELOW.

BY ACCEPTING, YOU ARE AGREEING ON BEHALF OF THE ENTITY ORDERING THE TITAN PRODUCT ("YOU") THAT YOU WILL BE BOUND BY AND BECOME A PARTY TO THE AGREEMENT. IF YOU DOES NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT OR DO NOT HAVE THE AUTHORITY TO BIND THIS AGREEMENT, DO NOT SIGN (EITHER MANUALLY OR ELECTRONICALLY) THE ORDER FORM ISSUED TO YOU BY TITAN.

1. **Subscription.**

1. Use of the TITAN Product.

1. Terms of Use. The parties acknowledge and agree that the terms and conditions contained in this Agreement and the terms of use, which are attached in Exhibit A, will govern Your use of the TITAN Product for the Subscription Term, unless explicitly stated otherwise in a written agreement between the parties.
2. TITAN Product Features and Components. TITAN reserves the right to make modifications to the TITAN Product or particular features or components of the TITAN Product, from time to time, at its sole discretion. TITAN will exercise reasonable commercial efforts to notify You of any such material modifications to the TITAN Product, provided however, that TITAN will not have any liability for failure to provide such notice.
2. Support. During the Subscription Term, and at no additional charge to you, TITAN shall provide you technical assistance by telephone on use of the Software, the identification of Software problems, and the reporting of Errors. TITAN will respond to phone calls from Support Contacts, identified by You, pursuant to the terms, which are attached in Exhibit B (the "**Support Services**"). You shall designate in writing to TITAN no more than three (3) technical contacts to request and receive telephone support services from TITAN.
3. Professional Services. If purchased by you and set forth on an Invoice, TITAN will provide services which will enable attendees to use the Software which are periodically held at TITAN's facilities or at other locations as TITAN and you may agree ("**Professional Services**"). In consideration of payment of the fees associated with the Professional Services set forth on an Invoice, you are entitled to receive the number of hours of Professional Services as indicated on the Invoice. You shall be solely responsible for all transportation, lodging, meals or any other expenses incurred by TITAN or your Users attending such Services. If you purchased hardware from TITAN, Professional Services may include installation of hardware as well. In the event You cancel or postpone scheduled Professional Services within 14 days of the agreed upon date, You are responsible for all expenses incurred by TITAN and fifty-percent (50%) of the scheduled Professional Services fee. All quoted installation dates, including dates related to terms such as "installation," "completion of training" and "live," if any, are estimates only.
4. Your Responsibilities. You shall: (a) be responsible for all Your Users' compliance with the terms and conditions of this Agreement, (b) be solely responsible for the accuracy, integrity, and legality of Your Data and the means by which it acquires and uses such Your Data, (c) use the TITAN Product only in accordance

Titan School Solutions, Inc. - Confidential



with the applicable online user guide and applicable laws, rules, regulations (including, without limitation, export, data protection and privacy laws, rules and regulations) and any TITAN Product documentation, (d) use commercially reasonable efforts to prevent unauthorized access to or use of the TITAN Product, and (e) notify TITAN in writing immediately of (i) any unauthorized use of, or access to, the TITAN Product or any User account or password thereof or (ii) any notice or charge of noncompliance with any applicable law, rule or regulation asserted or filed against You in connection with Your Data. For the avoidance of doubt, User accounts and passwords are specific to individual Users, and under no circumstances may User accounts or passwords be shared among or by different Users; provided, however, that Your administrator(s) may reassign a User account during the Subscription Term, if a former User no longer requires a User account.

5. Restrictions. You shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to the TITAN Product or any modified version or derivative work of the TITAN Product created by or for You, (b) provide the TITAN Product, or any modified version or derivative work of the TITAN Product created by or for You, on a timesharing, service bureau or other similar basis, (c) remove or alter any copyright, trademark or proprietary notice in the TITAN Product, (d) develop Forked Software, (e) copy any features, functions or graphics of the TITAN Product for any purpose other than what is expressly authorized in this Agreement, (f) modify, remove or disable any portion of the Critical Control Software, (g) send, store, or authorize a third party to send or store spam, unlawful, infringing, obscene or libelous material, or Malicious Code, (h) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the TITAN Product or Your Data contained therein, (i) use any Intellectual Property Rights protected by applicable laws and contained in or accessible through the TITAN Product for the purpose of building a competitive product or service or copying its features or user interface, or (j) use the TITAN Product, or permit it to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without TITAN's prior written consent.
6. Third Parties. You may use third party contractors to assist with the installation, use and modification of the TITAN Product for Your own internal business use, including creation of Modifications on Your behalf. You agree not to disclose any Confidential Information of TITAN to any contractor or allow any subcontractor to create Modifications unless and until the contractor has agreed in writing to (a) protect the confidentiality of such Confidential Information in the manner required by Section 6 and then only to the extent necessary for the contractor to perform those services subcontracted to it, and (b) assign all such contractor's rights, title and interests (including all Intellectual Property Rights) in such Modifications to You to ensure You can comply with Section 3.1.1. You will be solely responsible for all payments to its contractors and will remain responsible for compliance by its contractors with the terms and conditions of this Agreement.

2. **Third-Party Software; Third-Party Modules.**

1. Third-Party Software. The TITAN Product utilizes or includes certain Third Party Software. Your use of the TITAN Product, including all Third Party Software accessible via APIs, is governed by the applicable Third-Party Software terms and conditions. If a Third Party Software provider requires TITAN to remove such software from the TITAN Product due to violation of applicable law or third-party rights, You agree to cooperate with TITAN to ensure its removal from the TITAN Product and Your systems.
2. Third-Party Modules. You may use Third-Party Modules to add functionality to the TITAN Product, provided that such use is limited to internal use by You in a manner that does not violate any provisions of Section

1.6. Any use by You of Third-Party Modules and any exchange of Your Data between You and the Third-Party Module provider are solely between You and the Third-Party Module provider. TITAN does not warrant or support Third-Party Modules.

3. Third-Party Privacy Policies. You understands and agrees that any of Your Data exchanged with Third-Party Software or Third-Party Module is governed by that provider's respective privacy policy.
4. Third Party APIs. Features that interoperate with third party services (such as Google) depend on the continuing availability of the API and program for use with the TITAN Product. If a third party ceases to make the API or program available on reasonable terms to TITAN, TITAN may cease providing such third party features without entitling You to any refund, credit, or other compensation.

3. **Proprietary Rights and Data Protection.**

1. Ownership.

1. Ownership of TITAN Product and Modifications. TITAN owns all right, title and interest, including all Intellectual Property Rights, in and to the TITAN Product, any and all Modifications (collectively, the "TITAN Property"). You hereby does and will assign to TITAN all right, title and interest worldwide in the Intellectual Property Rights embodied in any and all Modifications. To the extent any of the rights, title and interest are not assignable by You to TITAN, You grant and agrees to grant to TITAN an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) under Your Intellectual Property Rights to use, disclose, reproduce, license, sell, offer for sale, distribute, import and otherwise exploit the Modifications in its discretion, without restriction or obligation of any kind or nature. Except as expressly stated otherwise in this Agreement, TITAN retains all of its right, title and ownership interest in and to the TITAN Property, and no other Intellectual Property Rights or license rights are granted by TITAN to You under this Agreement, either expressly or by implication, estoppel or otherwise, including, but not limited to, any rights under any of TITAN'S or its Affiliates patents.
2. Trademarks. TITAN's name, logo, trade names and trademarks are owned by TITAN, and no right is granted to You to use any of the foregoing except as expressly permitted herein or by written consent of TITAN.
3. Freedom to Operate and Innovate. Nothing in this Section 3 shall inhibit, hamper, encumber or otherwise impede TITAN'S freedom to create Modifications or improve, extend and/or modify any and all TITAN Products.
4. Suggestions. You or your Users may, from time to time, provide suggestions, enhancement or feature requests or other feedback to TITAN with respect to the TITAN Property or other TITAN products, services or related documentation (whether or not such is disclosed or delivered by TITAN to You under this Agreement) (collectively, "Feedback"). You agrees that all Feedback is and shall be given by You is entirely voluntarily. TITAN shall be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback in its discretion, without restriction or obligation of any kind or nature. Feedback, even if designated as confidential by You, shall not create any obligation of confidentiality for TITAN, unless TITAN expressly agrees so in writing.

2. Your Data/Your Information.



1. Ownership of Your Data. You own and retain all Intellectual Property Rights in and to Your Data.
 2. Data Processing. You grant TITAN the right to use, access and process Your Data solely to the extent necessary for TITAN to provide the TITAN Product and services to You, including, without limitation to address service or technical problems, or at Your request, in connection with providing Support Services to You. TITAN agrees not to use, access, disclose or process any of Your Data, except (a) to perform the obligations under this Agreement, (b) comply with applicable laws, and (c) in accordance with the Terms of Use in Exhibit A, attached hereto.
 3. Non-Modification and Non-Disclosure. TITAN shall not (a) modify Your Data, or (b) disclose Your Data except as compelled by law in accordance with Section 6.1, as expressly set forth in this Agreement or as otherwise permitted in writing by You.
 4. Business Information. You agree to allow TITAN and its Affiliates to store and use Your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere it does business. Such information will be processed and used in connection with TITAN'S business relationship, and may be provided to contractors acting on TITAN'S behalf, TITAN'S business partners who promote, market and support certain TITAN products and services, and assignees of TITAN and its subsidiaries for uses consistent with TITAN'S business relationship.
3. Data Protection.
1. Relationship of the Parties. To the extent that Your Data contains personal data about any living individual ("Data"), TITAN will process that Data only as a Data Processor acting on behalf of You (as the Data Controller) and in accordance with the requirements of this Agreement.
 2. Your Compliance with Privacy Laws. You will at all times comply in full with the requirements of any applicable privacy and data protection laws.
 3. Purpose Limitation. TITAN will process the Data in accordance with Your instructions under Applicable Privacy Law(s) and will not: (a) assume any responsibility for determining the purposes for which and the manner in which the Data is processed, or (b) process the Data for its own purposes.
 4. Usage Data.
 - (a). In the course of providing You with the services described in the Agreement, TITAN may also collect, use, process and store diagnostic and usage related content from the computer, mobile phone or other devices Your Users use to access the TITAN Product or Service. This may include, but is not limited to, IP addresses and other information like internet service, location, the type of browser and modules that are used and/or accessed (the "Usage Data"). Usage Data does not, however, include Your Data.
 5. Aggregated Data Use. Notwithstanding Sections 3.3.3 or 3.3.4, You agree that TITAN may process the Data and Usage Data to create and compile anonymized, aggregated datasets and/or statistics about the TITAN products or services in order to: (a) maintain and improve the performance and integrity of TITAN products or services, (b) understand which TITAN products or services are most commonly deployed and preferred by customers and how customers interact with TITAN products or services, (c) identify the types of TITAN services that may require additional maintenance or support, and (d) comply with all regulatory, legislative and/or contractual requirements, provided

in each case that such aggregated datasets and statistics will not enable You or any living individual to be identified.

6. Security. TITAN will have in place and will maintain throughout the Term, appropriate technical and organizational measures against accidental or unauthorized destruction, loss, alteration or disclosure of the Data, and adequate security programs and procedures to ensure that unauthorized persons will not have access to any equipment used to process the Data.
7. Subprocessing. You authorizes TITAN to subcontract processing of Data under this Agreement to a third party provided that: (a) TITAN flows down its obligations under this Section 3.3, to protect the Data in full, to any subcontractor it appoints, such that the data processing terms of the subcontract are no less onerous than the data processing terms set out in this Section 3.3, and (b) TITAN will remain fully liable to You for the acts, errors and omissions of any subcontractor it appoints to process the Data.
8. Adequacy. TITAN will at all times provide an adequate level of protection for Data that it processes on behalf of You.
9. HIPAA and PHI in Relation to TITAN Products. You understand and acknowledges that neither the Service nor the TITAN Products or systems are configured to receive and store personal health information (“PHI”), as that term is defined under the Health Insurance Portability and Accountability Act (“HIPAA”) and that TITAN is neither a “Covered Entity” nor a “Business Associate,” as those terms are defined in HIPAA. As such, You agree, on behalf of itself and its Users, not to use the TITAN Products or provide access to or submit any PHI to TITAN when requesting technical and or Support Services, in either case, to, directly or indirectly, submit, store or include any PHI as part of the Your Data. You agree that TITAN may terminate this Agreement immediately, if You are found to be in violation of this Section.
10. Family Educational Rights and Privacy Act (FERPA). TITAN shall comply in all respects with the Family Educational Rights and Privacy Act (FERPA) and all other state and federal laws applicable to the security and confidentiality of pupil records. TITAN will designate and train responsible individuals on ensuring the security and confidentiality of pupil records and TITAN will establish and validate that security protocols that are in use at their facilities or leased facilities meet or exceed the stated and expected security surrounding FERPA which include firewalls, intrusion detection, web based security and authentication protocols. In addition, TITAN will provide such information reasonably requested by You in order for You to verify TITAN’s compliance with FERPA and such other state and federal laws applicable to the security and confidentiality of pupil records.
11. Security Breach: In the event of a security breach, TITAN will notify You and the parents with the extent of the breach, time of the breach, and steps taken to ensure their security and privacy. TITAN will notify those affected within 48 hours. TITAN will notify the Child Nutrition Director via telephone & email; parents will be notified via email.

4. **Payment.**

1. Fees and Payment. You agree to pay all fees specified in the relevant Order Form. Except as otherwise provided, fees set forth in each Order Form hereunder will be: (a) fixed during the Subscription Term set forth in such Order Form, (b) quoted and payable in United States dollars, and (c) non-cancelable and non-refundable. Fees are due thirty (30) days from the invoice date, unless otherwise noted in an Order Form.



You agree to provide TITAN with complete and accurate billing and contact information and to notify TITAN of any changes to such information.

2. Additional Licenses. Additional Licenses may be added during any given month at the then-current Subscription fee. You understand and agree that You will be charged a pro-rata fee for the initial month in which Licenses are added and for each of the monthly periods remaining in the then-current Subscription Term. The Subscription Term for the additional Licenses subscriptions will terminate on the same date as the pre-existing Subscriptions. You will be responsible for submitting a new Order Form to TITAN to request the additional Licenses during the Subscription Term. You also understands and agree that the number of Subscription Licenses purchased under a specific Order Form cannot be decreased during the relevant Subscription Term set forth on such Order Form.
3. Renewal. All fees required for renewal of a Subscription Term will be reflected in a quotation issued by TITAN in advance of the expiration of the current Subscription Term (each a "Renewal Quote"), and any pricing or changes in the number of Licenses for such renewal Subscription Term will be reflected in the Renewal Quote. Fees for any subsequent renewals shall be set at the then-current TITAN pricing, unless otherwise stated on the Order Form, Renewal Quote or otherwise agreed to in writing by the parties.
4. Overdue Charges. Overdue amounts are subject to interest at a rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is lower. If any charge owing by You to TITAN is thirty (30) days or more overdue, TITAN may, without limiting its other right and remedies, suspend services until such amounts are paid in full.
5. Taxes. Unless otherwise provided, fees specified in quotes or Order Forms, do not include any Taxes, and You are responsible for payment and reimbursement of all Taxes associated with its purchases hereunder.

5. Term and Termination.

1. Term. Unless otherwise provided in an Order Form, this Agreement commences on the Effective Date and continues for a period of one (1) year thereafter (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term"), unless one party provides the other party with written notice of non-renewal a minimum of ninety (90) days prior to the expiration of the then-current term. The Initial Term, together with each Renewal Term, is referred to as the "Term" for purposes of this Agreement.
2. Termination by You or TITAN. Either party may terminate this Agreement and any then-current Order Forms prior to the end of a Subscription Term if the other party: (i) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for thirty (30) days following written notice of the breach or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
3. Effect of Termination. No refunds of payments will be made, unless termination of this Agreement and any then-current Order Forms is a result of a breach by TITAN under Section 5.2, in which case You will be entitled to a refund of the pro rata portion of fees associated with the remainder of the Subscription Term. You understand and agree that upon expiration of the Subscription Term or termination of this Agreement, whichever occurs first, the rights granted under this Agreement and, in connection with any then-current Order Forms, will be immediately revoked and TITAN may immediately deactivate Your account. You acknowledge and agree that TITAN may keep copies of Your Data solely to the extent necessary for the performance of its obligations under this Agreement. In no event shall any termination relieve You of the



obligation to pay any fees payable to TITAN for the period prior to the effective date of termination, unless otherwise stated in this Agreement.

4. Surviving Provisions. Sections 1.5, 3.1, 3.3.4(a), 3.3.4(b), 3.3.5, 4, 5.4, 6, 7.3, 8, 9, 10, 11 and 12 shall survive termination or expiration of this Agreement.

6. Confidentiality.

1. Confidentiality. The parties acknowledge that in the course of performing their obligations under this Agreement, each may receive Confidential Information. Each party covenants and agrees that neither it nor its agents, employees, officers, directors or representatives will disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who require access to the Confidential Information to exercise its rights under this Agreement and who are bound by written agreement, with terms at least as restrictive as these, not to disclose third-party confidential or proprietary information disclosed to such party, or (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Nothing in this Agreement will prohibit or limit the Receiving Party's use of information: (i) previously known to it without obligation of confidence, (ii) independently developed by or for it without use of or access to the Disclosing Party's Confidential Information, (iii) acquired by it from a third party that is not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of this Agreement. The Receiving Party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. The terms of this Agreement, Original Code and the structure, sequence and organization of the TITAN Product are Confidential Information of TITAN or its licensors.
2. Destruction. Within five (5) days after a Disclosing Party's request, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information; provided, however, that the Receiving Party shall be entitled to retain archival copies of the Confidential Information of the Disclosing Party solely for legal, regulatory or compliance purposes unless otherwise prohibited by law.

7. Warranties, Exclusive Remedies and Disclaimers.

1. TITAN Warranties. TITAN warrants that (a) it has the legal power to, and hereby does, enter into this Agreement, (b) the TITAN Product shall perform materially in accordance with the online user guide for the applicable TITAN Product, and (c) TITAN will use commercially reasonable measures to detect whether the TITAN Product contains any Malicious Code. If the TITAN Product does not conform to the warranty specified in Section 7.1(b) above, You must notify TITAN within thirty (30) days of the breach of warranty, and TITAN agrees to use commercially reasonable efforts to cure the non-conforming portions of the TITAN Product before You pursue any other remedies. TITAN is not responsible for any non-compliance with this warranty resulting from or caused by any (i) Malicious Code present in the Your Data made available to TITAN by You, or (ii) Modifications made by anyone other than TITAN, including by way of example, Modifications made by You or any Authorized Partners. Your sole and exclusive remedy for a breach of any of warranties contained in this Section 7.1 shall be to terminate the Agreement pursuant to Section 5.2 and, notwithstanding anything to the contrary in Section 4.1, have TITAN refund to You the pro rata unused portion of any pre-paid Subscription fees.

2. Your Warranties. You warrant that (a) it has the legal power to, and hereby does, enter into this Agreement, (b) it has all rights in and to the Your Data necessary to permit TITAN to exercise its rights to access and use Your Data as permitted by this Agreement, and (c) Your Data or the media on which the Your Data resides does not contain any Malicious Code.
3. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN SECTION 7.1 AND AS PERMITTED BY APPLICABLE LAW, THE TITAN PRODUCT IS PROVIDED TO YOU STRICTLY ON AN “AS IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. TITAN’S PRODUCT OR SERVICE MAY BE SUBJECT TO LIMITATIONS OR ISSUES INHERENT IN THE USE OF THE INTERNET AND TITAN IS NOT RESPONSIBLE FOR ANY PROBLEMS OR OTHER DAMAGE RESULTING FROM SUCH LIMITATIONS OR ISSUES.

8. Limitation of Liability.

1. Limitation on All Damages. EXCEPT FOR A BREACH OF SECTIONS 1.2, 1.3, 1.4, 1.5 or 1.6, IN NO EVENT SHALL EITHER PARTY’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE, THE LESSOR OF THE TOTAL AMOUNT PAYABLE TO TITAN UNDER THIS THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR GIVING RISE TO THE LIABILITY OR TWENTY FIVE THOUSAND DOLLARS (\$25,000). THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4.
2. Disclaimer of Consequential Damages. EXCEPT FOR A BREACH OF SECTIONS 1.2, 1.3, 1.4, 1.5 or 1.6, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR REVENUE OR FOR ANY INDIRECT, SPECIAL, COVER, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
3. Scope of Limitations on Liability. THE LIMITATIONS SET FORTH IN THIS SECTION 9 SHALL APPLY NOT WITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT (CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE).

9. General.

1. Publicity. TITAN may include Your name on a customer list.
2. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without the consent of the other party, to its Affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section 11.3 shall be void.
3. Relationship of the Parties. TITAN and You are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.
4. No Third-Party Beneficiaries. There are no third party beneficiaries to this Agreement.



5. Choice of Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal U.S. laws applicable therein, excluding its conflicts of law provisions.
6. Attorney's Fees. In any action related to this Agreement, if any party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other party shall pay, on demand, the prevailing party's reasonable attorneys' fees and reasonable costs.
7. Manner of Giving Notice. Notices regarding this Agreement shall be in writing and addressed to You at the address You provide, or, in the case of TITAN, when addressed to TITAN School Solutions Inc., Attn. General Counsel, 3017 Douglas Blvd, STE 300, Roseville, CA 95661 USA. Notices regarding the TITAN Product in general may be given by electronic mail to Your e-mail address on record with TITAN.
8. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.
9. Entire Agreement. This Agreement and any Order Forms or exhibits attached hereto or referenced herein represent the entire agreement of the parties and supersede all prior discussions, emails, and/or agreements including requests for proposals ("RFP"), between the parties and is intended to be the final expression of their Agreement. To the extent there is a conflict between this Agreement and any additional or inconsistent terms, including any pre-printed terms on Your purchase order, the terms of this Agreement shall prevail, unless expressly stated otherwise. Notwithstanding any language to the contrary therein, and except as set forth in Section 4.1, no terms stated in a purchase order or in any other order document (other than an Order Form expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. The Agreement and all exhibits hereto, including any related Order Forms may not be modified or altered except by written instrument, and no amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of You and TITAN. All rights not expressly granted to You are reserved by TITAN and its licensors.
10. Equitable Relief. Except as otherwise provided, remedies specified herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
11. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

10. **Definitions.**

1. **"API"** means application programming interfaces provided by TITAN as part of the TITAN Product, which set forth rules and specifications that Third Party Modules may utilize to access Your Data in accordance with this Agreement.
2. **"Authorized Partner"** means a TITAN Product partner that is in good standing with TITAN under a fully-executed TITAN agreement and is associated with an Order Form under this Agreement.



3. **"Your Data"** means any data, information or material submitted by You, or stored by You in the TITAN Product.
4. **"Your Software"** means online, Web-based applications and offline software products that are developed by or for You, the use of which software is governed by the applicable terms and conditions specified by such software.
5. **"Confidential Information"** means information that one party (the "Disclosing Party") provides to the other party ("Receiving Party") during the term of this Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
6. **"Intellectual Property Rights"** means any patents and applications thereto, copyrights, trademarks, service marks, trade names, domain name rights, trade secret rights, and all other intellectual property and proprietary rights.
7. **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
8. **"Modifications"** means any work based on or incorporating all or any portion of the TITAN Product, including, without limitation, modifications, enhancements and customizations to the TITAN Product developed by TITAN, You, a third party on either such party's behalf or any combination of such parties.
9. **"Order Form"** means a document for purchases of Subscriptions hereunder, including purchase orders, order notifications and order confirmation documents (either in writing or via the Web), that are agreed to by TITAN, or entered into between TITAN and You from time to time. Order Forms are deemed incorporated herein by reference.
10. **"Original Code"** means TITAN Product source code.
11. **"Personal Data"** means any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.
12. **"Software Releases"** has the meaning ascribed to it in Exhibit A of this Agreement.
13. **"Subscription"** means Your right to use the TITAN Product for the Subscription Term, per the terms of the Agreement and the related Order Form(s).
14. **"Subscription Term"** means the period of time which You may access the applicable TITAN Product as set forth in an Order Form.
15. **"TITAN Product"** means any software that TITAN supplies, licenses or sells to You from time to time during the Term, including any software that is downloadable from a third party app store and Modifications.
16. **"Support Services"** shall have the meaning defined in Section 1.3.
17. **"Taxes"** means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature.



18. **“Third-Party Modules”** means software developed by a third party that You may use to add functionality to the TITAN Product, the use of which software is governed by the applicable terms and conditions specified by such third party.
19. **“Third-Party Software”** means online, Web-based applications and offline software products that are developed by third parties, and may interoperate with the TITAN Product, the use of which software is governed by the applicable terms and conditions specified by such third party.
20. **“You or you”** means the hospital, college, university, school district, corporation, or other entity or individual who has been invoiced.

Exhibit A

Terms of Use

1. Service. Subject to the Terms of Use and the terms of the Agreement, You shall have the right to access, use and modify the TITAN Product during the Subscription Term solely for Your own internal business purposes. The TITAN Product may be accessed through a web browser and/or mobile web client.
2. Software Releases. During the Subscription Term, if You have paid the applicable fees and is in compliance with the terms and conditions of the Agreement, TITAN shall provide automatic updates to the TITAN Product with Software Releases. “**Software Releases**” may be comprised of Maintenance Releases and/or Feature Releases (as defined below).
 1. “**Maintenance Releases**” means an update to the TITAN Product which includes fixes to known defects and does not intentionally introduce any new or modified application behavior.
 2. “**Feature Releases**” means a software update which includes both fixes to known defects and introduces new or modified application behavior or changes the available features or functionality of the TITAN Product.
3. Third Party Analytics Tools. You acknowledges that TITAN may use third party web analytics tools (such as Google Analytics) that serve cookies or similar tracking technologies through the TITAN products and services, on end user devices, to collect Usage Data for the purposes described in Section 3.3.5. You will take such measures as are necessary to inform its end users about TITAN’s use of such web analytics tools in connection with the TITAN Products and related services. You hereby provides its consent to TITAN to use cookies or tracking technologies served by those web analytics tools, in a manner that is consistent with industry practice.
4. Development. You agrees that it will not, directly or indirectly, conduct any activity that will degrade performance beyond an acceptable level, including but not limited to: (a) conducting automated functionality tests or load tests on the TITAN Product, (b) creating Internet links to the TITAN Product, and/or (c) deploying custom modifications that adversely impact the TITAN infrastructure due to incompatible code, inefficient code or architecture practices. If You do any of the foregoing, TITAN shall have the right to terminate or suspend Your account and access to the Service without any refund or credit until You correct such violation to TITAN’s reasonable satisfaction.
5. Handling of Your Data Post Termination. Upon written request by You made within ninety (90) days of the effective date of expiration or termination of the Agreement (the “**Post-Term Period**”), TITAN agrees to make available to You, a copy of Your production environment. Further, during the Post-Term Period and upon Your request, TITAN shall grant the You limited access to the Service for the sole purpose of permitting You to retrieve Your Data, provided that You have paid in full all good faith undisputed amounts owed to TITAN. Upon expiration of the Post-Term Period, TITAN will have no further obligation to maintain for or provide to You any of Your Data and may thereafter, unless legally prohibited, delete all of Your Data in its systems or otherwise in its possession or under its control.



Exhibit B

Service Level Specifications

TITAN's required response times and resolution will vary based on the severity of the problem faced by You and the time of day in which Your problem occurs. TITAN's hours of operation are Monday through Friday 7:00AM to 6:00PM Pacific Standard Time.

Priority Code	Your Impact	Initial Contact with Support Contact	Resolution Time for Errors
Level 1	Business Halted/ Critical	These are worked immediately as they come in with a maximum of two hour initial response time	Provide a temporary work around by the start of the client's next business day or 72 hours after initial report time, whichever is sooner. Diligently pursue Error Correction and provide within no later than 90 days after initial report time.
Level 2	Business Impacted/High	Within 4 hours initial response time	Provide a temporary work around within 10 business days after the initial report time. Make commercially reasonable efforts to pursue Error Correction and provide no later than next release or 120 days after reporting of the Error, whichever is longer.
Level 3	Non-Critical Request/Low	Within 1 business day initial response time	Provide Error Correction on a mutually agreed upon date. Provided that the date will be no earlier than the next release or 180 days after reporting of the Error, whichever is longer.

Explanation of Priority Codes:

Level 1: Business Halted: a problem with the Software that prevents your ability to complete critical business functions. In these cases, troubleshooting is done over the phone with a Support Contact. If an on-site visit is deemed necessary, the client will be responsible for all travel, lodging and related expenses.

Examples:

Software system is down, Hardware is not responding, or Error message(s) which reflect an error that will halt the client's or its customer's business

Level 2: Business Impacted: non-critical issues or questions that affect a person or group at your Site. A work-around has been identified so the person or group can use the system to perform their job. Troubleshooting is done over the phone.

Examples:

Reports get error message

Level 3: Non-Critical/Request: issues or questions that need a response, but are not time critical. Support Contacts requesting information/action that is not urgent.



MAKING SCHOOLS STRONGER.™

RFP Response to TIPS - Supplementary

**RFP NO: 180306 Technology Solutions
Products and Services**





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Company Profile

TITAN School Solutions is Making Schools Stronger by bringing state-of-the art efficiencies and real time transparency to school foodservice. TITAN founders are school information technology veterans. We have created scalable and affordable, web-based management solutions to help districts and schools succeed and remain focused more on education and less on administration.

TITAN's unique business model is the first in the industry offering a Software as a Service (SaaS) cloud solution. In addition, TITAN is the only child nutrition management software company that publicly posts our transparent pricing on our website. This unique concept affords our customers with benefits that only TITAN can provide. Some examples are:

- **Real Time Parent Portal:** TITAN presents a single real time parent portal allowing parents to view student account information, make account payments, and submit free and reduced meal applications all from one portal, all in real time;
- **Browser Based:** The entire TITAN platform is browser based, including Point of Service. We support Google Chrome, Microsoft Edge, and Apple Safari on any operating system. All of this with full disconnected serving in the event of network outage or other disruption;
- **Fully Integrated:** All TITAN modules are fully integrated from Back-of-the-House to Point-of-Service.
- **OData:** We have extensive reporting and export capabilities within the TITAN platform but if you need to extract specific data for reporting or a data warehouse, we provide a full OData interface available to you.

Over the last 20 years, the School Nutrition Software market has undergone a significant transformation resulting in the consolidation of many options into just a few. TITAN School Solutions was realized in 2014 after our president, Bradley Blankenship, left an executive post at a large school software company. His vision to improve school nutrition systems was based upon years of working directly with schools; understanding their pain points and what would be needed for next generation solutions. TITAN is dedicated solely to school nutrition software with 100% of our revenue coming from school nutrition. The TITAN staff has substantial experience in the K-12 School Software market ranging from Student Information Systems to Child Nutrition and shares the passion for our solution and the schools we work with.

We look at our users as our partners, not as a client or customer. We believe that if they are successful, we will be too. After 16 months of in-house development, TITAN was first implemented in July 2015. Since that time, we have continued implementing with our partners in Alabama, Arizona, Arkansas, California, Indiana, Illinois, Kentucky, New York & Tennessee, including development of additional modules, incorporated user feedback, and allowed districts to pass their administrative reviews using the TITAN platform. We are *rapidly* growing our school partners, having added 45 school districts in



2017, and have already added an additional 28 districts in the last 4 months alone. We serve over 900 schools with over 2,000 serving lines in operation. We serve a variety of school districts from 1 to 65 cafeterias and serving lines from 1 to 170. We are also proud to boast that TITAN has a 100% retention rate.

To best service our school partners, TITAN has sought out the top professionals in the K-12 software market. All TITAN's key employees have between 15 – 26 years of service in the K-12 software market and have left their previous software companies to join the fastest growing company in the industry. So, you may rest assured knowing you are in the hands of the most experienced individuals in the business.



Technology

TITAN offers an entirely Software as a Service (SaaS) cloud-based platform. TITAN performs all maintenance, upgrades, and backups to be expected with an enterprise platform. We support Google Chrome, Microsoft Edge, and Apple's Safari on all supported operating systems such as Windows, OS X, and Android. There is no software to install, maintain, or upgrade; ever – not even at the Point of Service!



All TITAN's modules throughout our system are integrated and data is in REAL-TIME. Our operations are powered by real-time, web-based software that is always up-to-date. Every terminal integrates with the other TITAN modules for real-time data across the district – so you will have access at the Point of Service of student and staff balances, eligibility and identifying information. So, whether parents are entering an online application through our Parent Portal, or the district is entering a paper application – you can be assured the information is available immediately throughout the system – all the way to the Point of Service. Users will be able to access all information in TITAN via any web-enabled computer.

TITAN's software also enables schools to continue to serve meals even if the network goes down - uninterrupted. Each terminal is able to operate if the network, internet or other component is unavailable – and this is all done in a standard web browser. When the network or internet connectivity is re-established, all transactions are posted without any additional user intervention.



We offer several core modules – again, entirely within a web browser. There is no software to install, maintain, or update on any computer or servers; ever:

Application Processing, Point of Service, Inventory, Purchasing, a complete Financial package including **Accounts Receivable, Accounts Payable** and **General Ledger, Menu Planning & Nutritional Analysis** and **Production.**

Technical Architecture

TITAN School Solutions is built entirely in HTML 5 and the back-end architecture is transparent to end users.

TITAN is a multi-tier application, supporting simultaneous users effortlessly in real time. By utilizing the latest browser-based technologies, we minimize network bandwidth, reduce user response times, and increase productivity.

Security

TITAN takes security very seriously. All communication with the TITAN platform are encrypted by 256bit SSL encryption. Our administration and point of service terminals are secured using two-factor authentication and users only have rights to certain data within their assigned buildings. No more managing individual user rights, TITAN allows you to setup security groups. If you want to add rights for a certain group of users, just make the change in one place. TITAN supports authentication to an LDAP compliant directory such as Oracle Internet Directory or Microsoft Active Directory.



How TITAN School Solutions will benefit TIPS Member School Districts

✓ True, 100% Cloud Based Solution

- TITAN offers an entirely Software as a Service (SaaS) cloud-based platform – no district server needed;
- TITAN performs all maintenance, updates, and backups to be expected with an enterprise platform. The district will only need to maintain the internet & computer hardware;
- There is NO software to install, maintain or upgrade, even at the point-of-sale; ever.

✓ Streamlined, easy to modules

- All modules are fully integrated, and data is in REAL TIME – no waiting for sites to upload data to the district;
- Continue to serve uninterrupted even if the network goes down;
- By utilizing the latest browser-based technologies, TITAN minimizes network bandwidth, reduces user response times, and increases productivity;
- Generate reports in seconds or you can automate your reports to be emailed to you. TITAN's allows for almost unlimited drag-and-drop custom reporting. Reports are available in PDF, HTML, Excel, and CSV;
- Year End Maintenance is automated, only takes minutes instead of hours or days.
- Real Time Parent Portal: TITAN presents a single real-time parent portal allowing parents to view student account information, make account payments, and submit free and reduced meal applications all from one portal, all in REAL TIME;
- Online payments are available immediately on the student's account;
- Parents can view online application status, so there is no guessing if their children are receiving free or reduced meals.

✓ Free & Reduced Meal Application Efficiencies

- TITAN's USDA compliant Application Processing module is all-inclusive featuring Online Applications, Household Matching, Direct Certification, Duplicate Application Detection, Verification, Application Receipt Dating, & Multi-Lingual Notification Letters;
- Online meal applications are included FREE to the district. Online meal applications eliminate data entry, increase accuracy and reduce labor cost – only 2 clicks to process online applications;
- Easily generate Notification Letters, via email, phone or snail mail;
- All meal applications are processed in REAL TIME, so meal status is immediately available at the point-of-sale;



- If an eligibility status changes for a child, TITAN will automatically resell meals based on the new eligibility.

✓ **Minimal Hardware Requirements**

- Since the entire TITAN platform is browser based, (including Point of Service), you only need a web browser;
- TITAN supports Google Chrome, Microsoft Edge, and Apple Safari on any operating system (Windows 7 or better);
- TITAN can be accessed from any mobile device. Even run on Google Chromebook.

✓ **Experienced TITAN Team**

- All TITAN's key employees have between 15-26 years of experience directly in the K-12 software market;
- All have left previous K-12 software companies to join the fastest growing company in the industry.

✓ **The ONLY Aeries School Nutrition Software Partner**

- TITAN integrates with Aeries thru Application Program Interface (API); All that is required is your Aeries URL & Aeries API/Token number, and administrative access;
- All imports will be setup to run automatically within the TITAN job scheduler. This is generally done every 2 hours.
- LCFF (Local Control Funding Formula) completely automated.
- Single Sign On: Parents can access the TITAN Family Portal to make online payments and process applications directly from the Aeries Parent Portal.
- Import student photos directly from Aeries without the need for a separate file.



How TITAN can improve participation for districts

- ✓ **Easier for Parents:** The TITAN parent portal provides one site for parents to make onetime or recurring payments, create low balance reminders, and apply for free and reduced meals, all in real time. TITAN's Parent Portal is available in English and Spanish and all functions of the family portal are mobile friendly. Even online application status is available, so there's no guessing if their children are receiving free or reduced meals;
- ✓ **Funds Available Immediately:** As soon as a credit card is authorized, the payment is on the child's account and available for use, so parents can be assured their child always has funds available;
- ✓ **Shared Accounts:** TITAN allows for shared accounts across the district, between all users;
- ✓ **Visiting Students:** Serve and collect prepayments for any student at any point of service terminal and auto detect second meals;
- ✓ **Participation Reporting:** Easily generate meal participation reports to know who is or isn't participating in the program.
- ✓ **Speed Up Meal Service:**
 - **Roster Serving:** Quickly serve with Roster serving with the simple touch or click on the student's picture. You can filter your Roster Serve by Everyone, Grade, Homeroom or Special Group Tags. You can also filter down to only students who have eaten in the last 7 days. Also, serve by PIN or Barcode;
 - **Eat & Repeat Serving:** Move more elementary students through the lunchroom quicker in fewer keystrokes with TITAN's Eat & Repeat™ meal service automation;
 - **Disconnected Serving:** No worries if the Internet goes down, you can keep the lines moving. TITAN is an industry first, each terminal is able to operate even if the network, internet, or other component is unavailable; and best of all, this is all done in a standard web browser. When internet or network connectivity is resumed, all transactions are posted without user intervention. TITAN's Point of Service is utilizing an 'Online-First' approach. Although we keep minimal local data in the browser for disconnected use, every time a student is identified, we ask the centralized server for real time data such as account balance, purchasing limits, no-buy items, shared accounts, identified allergies, eligibility status, and meals served;
 - **Real Time Access:** TITAN operations are powered by real time, web-based software that's always up-to-date. Every terminal integrates with the other TITAN modules for real time data across the district, so you will always have access at the Point of Service of student and staff balances, eligibility, and identifying information.



How TITAN will save school districts time & money

- ✓ **No More Waiting:** Everything in TITAN is Real-time data. There is no need to wait for data to be copied up to the district office. Run reports when you need them;
- ✓ **Always Have Current Student Data:** Interface directly with your Student Information System to import student data and photos without user interaction. TITAN will pull directly from your SIS thru either API Integration (Aeries, Illuminate & PowerSchool) or SQL access the student data and photos. Schedule your tasks to automatically occur without user involvement. For example, Imports occurring every 4 hours per day and Student Photos every Sunday;
- ✓ **Custom Reporting:** TITAN understands no two districts are alike and not all reporting needs are the same. TITAN's built in reporting engine allows for almost unlimited drag-and-drop custom reporting as well as standard reports where there are significant business rules involved, such as the Verification Collection report, the Cafeteria Rollup report, or Edit Check report. Reports are available in PDF, HTML, Excel, and CSV format depending on your use;
- ✓ **No Waisted Time Running Reports:** You can schedule any reports to be emailed automatically or saved to a FTP Server. The reports can be scheduled by day & time. All TITAN reports are retained for 14 days so you can go back and review previously ran reports as they were;
- ✓ **Less Time Configuring:** Within the TITAN platform, configuration and management is a breeze. Users, Items, Students, Staff, Vendors and others are only setup once;
- ✓ **Quicker Response Time:** TITAN is a multi-tier application supporting simultaneous users effortlessly in real time. By utilizing the latest browser-based technologies, we minimize network bandwidth, reduce user response times, and increase productivity;
- ✓ **No Year End Maintenance:** You will only need to setup a new calendar year within TITAN. Because of TITAN's real time platform, historical data such as last year's meal application, graduated student balances, or total meal sales from last year are just a click away. All this data is available without user intervention;
- ✓ **Save Labor Costs:** Reduce the time needed to process applications, with TITAN's online applications. Quickly process online applications with one click of the Process and/or Process Next Button;
- ✓ **Reduce Hardware Costs:** TITAN offers an entirely Software as a Service (SaaS) cloud-based platform. TITAN performs all maintenance, upgrades, and backups to be expected with an enterprise platform; which saves the district from having to maintain & purchase expensive servers;
- ✓ **Save on Training Costs:** TITAN provides a point-of-sale 'Training Mode' to assist with end user training, which allows end users to practice serving without effecting any data in the system;
- ✓ **Reduce Paper & Postage Costs:** TITAN's online applications will reduce the cost of paper & postage for not only the applications but notifications as well. Eligibility and Student



Notification letters are built on top of TITAN's reporting engine allowing distribution via email, phone, or snail mail.

- ✓ **Decrease Serve Lines:** TITAN can improve your lunch line efficiencies and has a proven record of decreasing the number of point-of-service stations needed.
- ✓ **Automated Notification:** TITAN can send email notifications for low balance reminders, negative balance notices, eligibility statuses, expiring application notices, district questionnaires, etc. In addition to the email notifications, we also have optional voice & text notifications. All notifications can be scheduled to be sent automatically.
- ✓ **Direct Certification:** TITAN has prepared custom import templates for Direct Certification. The district will only need to obtain the DC file and the file can be imported with a simple two-step process.
- ✓ **Community Eligible Provision:** TITAN can easily accommodate Community Eligible Provision (CEP) sites within the system to ensure all students are served free meals and reimbursement is handled accordingly.



Testimonials

After implementing TITAN's Parent Portal, we've noticed our families are more comfortable with technology and more in touch with their mobile devices than ever. Parents can pay lunch accounts, apply for free or reduced meals, track student spending, and receive account communications all from the convenience and privacy of their phone. Also, with the new legislation in California regarding lunch shaming, it's critical to be able to quickly and discreetly communicate negative account balances to parents and offer resources. With TITAN, now we can! **Heather Sloan, RDN, Director, Child Nutrition, Alta Loma School District**

TITAN School Solutions is an extremely user-friendly system and has been an easy conversion to the POS, Student Management, Financial and Inventory modules. The training during our POS conversion was excellent and the customer service, support during our back office and inventory conversion has been excellent as well. TITAN is a very innovative company and keeps up with the latest changes and updates and they are always looking for ways to improve. The customer support still has that personal touch, even with a rapidly growing company. They have assured us that they will not lose that! **Stefanie Zoellner, Food Service Director, Brea Olinda Unified School District**

The connection between TITAN and Aeries has been effortless on our end. It just works! It's fantastic to get almost instantaneous updates regarding our students so we can better assist our families and staff. Whenever we have a question regarding any of the TITAN software, we are able to get immediate technical support and usually a same day fix. TITAN is also open to our ideas and suggestions as our program needs change and grow. **Kathy Sessinghaus, Director of Food Services, Burbank Unified School District**

Millions of dollars of inventory pass through our schools each year. TITAN School Solutions helps keep our warehouses organized and profitable. They are a first-class company! **Daniel Cappello, Director of Nutrition Services, Desert Sands, Unified School District**

TITAN's Inventory & Purchasing is one of the most user-friendly and simple software products we have ever used! Our managers learned the ordering and inventory system very quickly. The system is very efficient; site managers and the management team are able to track and know the quantity of the products on hand. Our staff loves the API integration, making the order process to the vendors seamless.

The level of customer service and support has far exceeded our expectations. The entire TITAN team has provided outstanding customer service, at all levels. Whenever we need help or report an issue, any one of the TITAN team are there to problem solve and find a solution, fast! They listen to our needs, are open to our ideas and suggestions, and respond quickly. **Agnes Lally, M.S., Director of Food Services, Garden Grove Unified School District**



I have worked with many of the TITAN staff in past years with my previous point of sale system and always had great customer service. So, when I found out that many key players had begun TITAN School Solutions, it was an easy decision to have the district upgrade to their system. Not only has our transition improved our speed of service and efficiency, but the customer service continues to exceed expectations. With any new program, there is a lot of uncertainty and a huge learning curve. However, with every email and/or phone call, I am greeted with patience and a friendly tone. The staff at TITAN truly understands the meaning of “customer service” and they also have a great program that accompanies that. I highly recommend TITAN School Solutions for any school district looking to upgrade or transition to a new system that has a staff you know you can count on. **Nalani Battaglia, Sodexo Child Nutrition Consultant, Gilroy Unified School District**

TITAN is the most intuitive inventory software I have worked with! Training was a breeze - site staff learned ordering procedures in just one hour and inventory training was even quicker. Site staff love ordering from vendors who use TITAN because it's much more user friendly to order online thru TITAN vs. ordering directly with the vendor. TITAN is so efficient; the sites can input their monthly inventory quickly and seamlessly and we now know every product the sites order and can track costs accordingly. If we receive a product recall notice, we can easily track if we have product throughout the district within five minutes. When we need assistance, TITAN's support is amazing, they listen to their customers' needs and respond quickly. **Jill Harstein, M.S., R.D., Director of Nutrition Service, Irvine Unified School District**

The implementation of TITAN was effortless - especially with Greg from the support team helping along the way. The integration between TITAN & Aeries was seamless and eliminated many previous steps that we had to do with our former system. Our staff no longer needs to manually input students, saving them valuable time.

TITAN & the Aeries integration has been great so far, with no issues. I would recommend TITAN to any school district. **Jesus Lopez-Moreno, IT Systems Technician, Le Grand Union High School District**

I like TITAN a lot! It has definitely made my job easier. The verification process is so easy, I almost feel like I must be doing something wrong! **Rosy Ayers, Nutrition Director, Liberty Union High School District**

Since using TITAN, meal count reporting has never been easier! The program is easy to use, and their support is amazing. They really take the time to determine your needs and work with you on complex situations. I enjoy working with the TITAN team and highly recommend them for your school solutions. **Kristi Orue, HR Associate, NOVA Academy Early College High School**

TITAN was recommended to us by Aeries our student information system software provider. We have had a wonderful experience with TITAN's integration with Aeries. It has made state reporting much easier.



I love the ease of use of the POS and the speed of reports in the back office. My favorite function above all is the ability for parents to complete an online application. This capability minimizes errors and allows us to process applications quickly.

Customer service has been phenomenal! We are first year customers. Stephanie and Greg have been wonderful with getting us up and running and answers my many questions. **Rajashanea A. Everett, Student Information System Manager, Oakland Military Institute College Prep Academy**

This is our first year using TITAN School Solutions for our counting and claiming system and have been impressed with the versatility of the system. The endless reporting features, dashboard snapshots, customer support and custom programming has made this transition simple and easy. During transition the TITAN team was always prompt and available during the offsite set-up, onsite training of our staff and the school year start up. We could not be more pleased with the service and support we have received from TITAN School Solutions. **Nancy Cohen, Director of Food Service, Phoenix Union High School District**

I looked to update my POS software in 2016-17. I had 3 DEMOS done during the month of January and chose TITAN School Solutions. In collaboration with my Child Nutrition Team, my Technology Department, and my Assistant Superintendent of Business. Our decision was based on the following. We found them to be the most transparent to the end user, they have the best software, for the best value and price. In addition, their software integrates with AERIES. We are very happy here at Selma Unified with TITAN and I highly recommend them. **Alex Carrillo, Director of Child Nutrition, Selma Unified**

TITAN is a simple, intuitive and totally integrated software. It's sleek, user-friendly interface has made the transition for our department easy. The fact that it is so customizable to each district is extremely impressive! Beyond the software, the level of customer service and support we have received has absolutely exceeded my expectations. **Leeza Woodbury, RD, Director of Nutrition Services, Torrance Unified School District**

I am so grateful for the wonderful support staff at TITAN School Solutions. Whether via email or telephone, David V. and the rest of the TITAN support staff are quick to assist. Even during a frantic call, the team at TITAN ease the stress. Thank you, TITAN Team, for making my first year at my new job an easy transition. **Diane Nunes, Accounting Technician - Food / Business Services, Union School District**

We have been using TITAN for our Point of Sale system for the past two years. The system is easy to use and the team at TITAN is always there to support us as a customer. The switchover to the TITAN Point of Sale was virtually painless and my staff loves it! **Connie Parmenter, RD, Director of Nutrition Services, Washington Elementary School District**

I was impressed with TITAN School Solutions because their up to date technology was able to connect with our student data system which helped save me time by not having to enter every student manually.



After a 5-minute conversation on the phone, they were able to transfer all our information and have our new system up and ready to run in 48 hours.

The one thing I liked was they were only a phone call away and they handled every situation quickly, efficiently, and with a great attitude. I found the experience to be pain free and quite enjoyable.

I would recommend TITAN to any school that is looking for an updated change that works for the whole Corporation. **Jessica Murray, SNS, Director Nutrition Services, West Central School Corporation**

I am so glad that I chose TITAN School Solutions for our Point of Sale system. The transition was quick and simple. The staff is super friendly, quick to respond and very knowledgeable. The commitment to customer service and satisfaction is top notch! **Audrey Cabrera, Director, Child Nutrition Services, Wilsona School District**

TITAN's API integration with Aeries was painless! We setup the API, provided the Aeries information to TITAN, and the TITAN team had the connection working in no time. The API really does allow for seamless transition between both systems, which has been very helpful.

With our previous system, we had to create an Access database that had to be maintained daily and updated every time we had a change. Now, the API allows our SIS to push the necessary data into TITAN with no actions needed from IT. This really has given power back to the cafeteria, freed up IT resources, and improved data accuracy in both systems. We no longer waste valuable time on the back end and can focus on working with our data in the program – which is always a win!

Working in an older system that was not being updated or maintained was very frustrating, which is why TITAN's hosted solution was so appealing. Now, we don't need special hardware, expensive hardware warranties, and have one less server to maintain.

The cafeteria staff now has the ability to automate tasks, speed up processing of lunch applications, import free and reduced statuses into our SIS, and CNIPS processing is now a breeze! The scheduled reports & API sync has taken a lot of the heavy lifting on data maintenance and freed up the cafeteria staff's time to focus on their job, not the work needed to prepare to do their jobs.

TITAN's support is a great! When we report an issue, they are there to help work the problem to a satisfactory solution. Not many vendors are willing to work that hard to earn your respect!

I would recommend TITAN to anyone looking for a powerful solution to streamline their cafeteria program. TITAN is a fully web based, hosted solution, with a user-friendly interface and modern technology for better control, faster reporting, scheduled reports, API integration... and even the logo looks good! **Nicholas De Pauw, Director of Information Technology, Patterson Unified School District**

I am writing to thank you for providing Oro Grande School District with an amazing nutrition program.

Initially, our district contacted Titan School Solutions because the current nutrition program had problems syncing important information with our SIS, Aeries.



Titan immediately had full knowledge of the problems we were facing and guaranteed their Aeries API would solve our database problems. After our first demonstration, it became clear that Titan was built around the end-users from the ground up.

With Titan doing the heavy lifting, the entire Nutrition program has become more efficient for staff, parents, and students.

For example:

- Student data is automatically pulled into Titan.
- The program is not bothered by internet outages.
- Parents have a single portal to manage lunch account balances and see transactions.
- Nutrition reports are automatically generated.

Titan has been with us every step of the way to ensure the program works and address any questions we have. As a result of their dedication, we now have a tool that helps us efficiently serve breakfast and lunch to our students every day. Please direct anyone considering Titan School Solutions to contact Oro Grande School District regarding a successful implementation and the ongoing support we have received. **Andrew Mercado, Technology Director, Oro Grande School District**



Literature



MAKING SCHOOLS STRONGER.™

TITAN School Solutions® is committed to delivering software and services to K-12 school districts. Working together, we are Making Schools Stronger.





OUR MODULES

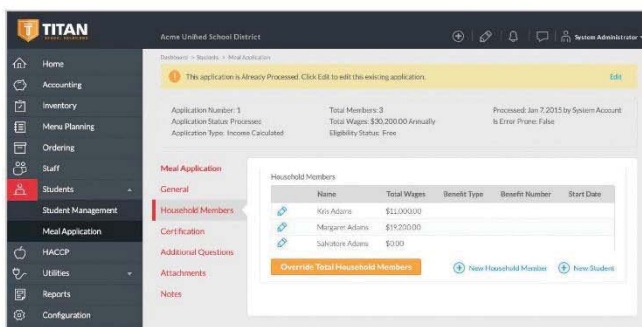
OUR MODULES

Know in advance exactly how much value you can expect with our scalable, integrated, browser agnostic solutions. With TITAN, there are no surprises.



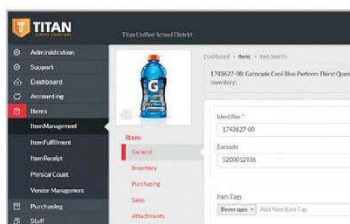
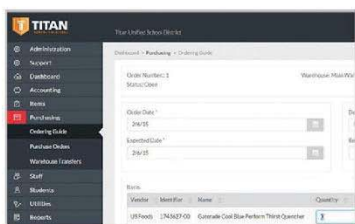
Point of Service

POS is central to the TITAN service model, as your subscription agreement ensures that lunchrooms are fully equipped with state-of-the-art terminals and hardware.



Application Processing

Find more free time and reduced work when it's time for meal application processing through the TITAN web-based, system integrated solution.



Financial Accounting

Enjoy seamless integration in planning, budgeting and management.

Inventory

Plan and manage more effectively. Know where and how much inventory you have from any browser.

TITAN SCHOOL SOLUTIONS



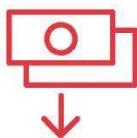
FOR SCHOOL NUTRITION PROFESSIONALS

SPEED UP LUNCH

So many students to feed, so little time. Maximize food line efficiency with smarter food service and nutrition management solutions.



Free and Reduced Meal Application Efficiencies



Uninterrupted Service

The TITAN SecureServe™ ensures that your lines keep moving, even when network connectivity is down.

Flexibility in Form & Function

Choose only the modules you require and generate standard or customizable reports.

Total Security & Control

Secure data is encrypted with controlled levels of access for various personnel.

Real Time Insights

One-touch, real time reporting delivers real time system-wide updates.

FOR DISTRICT IT PROFESSIONALS

ENJOY EFFICIENCIES

From application processing to lunch line service, TITAN's seamless, integrated services reduce workloads and streamline operations.



Maintenance

TITAN manages the infrastructure, security, and backups so you don't have to.



Browser Agnostic

TITAN is developed utilizing the latest HTML5 specifications. TITAN is certified on Safari for Mac, Chrome, and Internet Explorer.

Architecture

There is no need for a manager's PC to facilitate interconnecting Point of Service Terminals. All communication is between the user's browser and our centralized servers.

Security

TITAN is protected by 256 bit SSL encryption between all browsers and our centralized data center.

TITAN SCHOOL SOLUTIONS



FOR PARENTS

PAY SCHOOL FEES



Combine convenience with transparency for stronger relationships between schools and parents via secure transactions and real time account insights.

User-friendly



Instant & Continuous Updates

Add funds securely to student accounts from any computer, tablet or mobile device, or even at the Point of Service in the cafeteria line. Student eligibility and accounts update instantly, in real time, district-wide.

Flexibility in Communications

Choose to receive automated text or email notifications from school when account balances reach pre-designated levels.

Total Security & Control

Manage dietary restrictions for ingredients or la carte items and designate spending limits for individual students at different schools under a single or common (family) account.

IMPROVE COMMUNICATION



Information flows through real time system-wide updates for schools and districts, with automated outbound email, phone, and text alerts for parents.

Intuitive School Solutions

The TITAN web-based school nutrition solutions make your operations stronger, more effective and efficient. We provide simple straight-forward, yet comprehensive management and communications tools with a revolutionary, all-inclusive subscription model.

Join us online where you can sign up for updates within our rapidly-changing industry, as well as learn about opportunities and rewards for you and your co-workers.

TITAN SCHOOL SOLUTIONS
3017 Douglas Blvd. Ste. 300
Roseville, CA 95661-3850
844 467 4700

Contact us today to get started with your custom quote.

www.titank12.com

TITAN SCHOOL SOLUTIONS



TITAN is the only Aeries School Nutrition Preferred Partner.

Benefits of the TITAN and Aeries partnership for our customers:



TITAN integrates with Aeries through **Application Program Interface (API)**; All that is required is your Aeries URL & Aeries API/Token number, and administrative access



When parents log-in to the Aeries Parent Portal they will be able to process online applications and online payments through **TITAN's Single Sign On**, without having to access a separate website



All imports will be setup to run automatically within the **TITAN Job Scheduler**. This is generally done every 2 hours



Picture Imports: No more uploading of photos from a picture CD. We can upload student pictures into TITAN directly from Aeries

LCFF (Local Control Funding Formula) completely automated

- All the necessary data for LCFF in the **correct file format** - exactly the way Aeries likes it!
- File **uploaded nightly** into Aeries - all with no human interaction required.
- No more manipulating files - be confident your files always have the **proper information** needed.

Call TITAN school solutions at **916.467.4700** or visit **TitanK12.com** for more information





TITAN & Aeries customers:

Agape Incorporated

Apple Valley Unified School District

Beverly Hills Unified School District

Brea Olinda Unified School District

Burbank Unified School District

Campbell Union High School District

Central School District

Chico Unified School District

Corcoran Unified School District

Delhi Unified School District

Earlimart School District

Gilroy Unified School District

Greenfield Union School District

Gridley Unified School District

Le Grand Union High School District

Liberty Union High School District

Linden Unified School District

Lynwood Unified School District

McSwain Union Elementary School District

Mendocino Unified School District

Mountain Valley Unified School District

Nova Academy Early College High School

Oakland Military Institute College Prep

Oro Grande School District

Pacoima Charter Schools

Paradise Unified School District

Palos Verdes Peninsula School District

Patterson Unified School District

Placer Hills Union School District

Placer Union High School District

Princeton Joint Unified School District

Ridgecrest Charter School

River Delta Unified School District

Riverdale Joint Unified School District

Santa Maria Joint Union High School District

Scholarship Schools

Selma Unified School District

Taft City School District

Wasco Union Elementary School District

Wasco Union High School District

Washington Unified School District

“With TITAN doing the heavy lifting, the entire Nutrition program has become more efficient for staff, parents, and students.”

Andrew Mercado

Technology Director, Oro Grande School District

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“TITAN is a very innovative company and keeps up with the latest changes and updates and they are always looking for ways to improve. The customer support still has that personal touch, even with a rapidly growing company.”

Stefanie Zoellner

Food Service Director, Brea Olinda Unified School District



School Meals Made Simple

With best-of-breed POS technology, feeding kids is a high tech business at Cupertino Union School District.

Good nutrition and learning go hand in hand at the Cupertino Union School District (CUSD), the largest elementary school district in Northern California. With more than 1,700 employees serving over 18,000 students in 25 elementary and middle schools throughout the South Bay Area, the district serves a richly diverse community fueled by Silicon Valley's steady technology growth.

Legacy System Falls Short

With 55 food and nutrition professionals district-wide, CUSD's Nutrition Services Department operates under the National School Lunch program, a federally-assisted meal program that provides low-cost or free lunches to qualifying students. Managing eligibility, child payments and government reimbursement had become an expensive operational burden. The district's old system had limited online functionality and often displayed outdated account information.

“Aures offers ultra-compact, sleek-looking units at a really great price point, but where they really shine is exceptional customer service.”

MIKE GORDEN, VICE PRESIDENT OF SALES
TITAN SCHOOL SOLUTIONS

“We needed to enable parents to manage student meal accounts, review their kids' daily transactions and make online payments,” noted Nicole Meschi, Certified School Nutrition Specialist and Director of Student Nutrition Services. “We're in the Silicon Valley and parents expect technology to provide the information they want when they want it,” she noted.

Meal tracking and reimbursement reporting was painfully labor intensive, so a new POS system that could accurately record meals based on student ID and meal plan was essential. “The government reimburses us at a varying rate for free, reduced and paid meals so it's crucial that we accurately track and record meal activity to ensure we meet reimbursement reporting requirements,” Meschi added.

Bring in the Titans

Without automation, the district had to mail meal program applications for completion and return by parents—and they'd often show up incomplete or illegible. In 2016, Meschi turned to Titan School Solutions, of Roseville, California, for help. Titan's cloud-based software modules required virtually no support from the district's IT department—a huge plus—and its easy-to-use portal enabled parents to view up-to-date student accounts, deposit meal funds and submit applications for free or reduced-price meals online.



"By enabling online submission of meal applications, Titan's Free and Reduced module improves application accuracy, speeds approvals and saves the district a tremendous amount of time," noted Mike Gorden, Titan's vice president of sales. "Titan software is browser-based so data is always 100% current. And, because our districts have no software to install or maintain, they don't have to burden their already-overworked IT staff and wait for days to get application support. Our applications are 100% integrated so new modules can be added on easily," noted Gorden.

The Titan solution also included sleek and compact Yuno POS terminals made by Aures Technologies, Inc. Designed with an ultra-compact footprint, the Yuno terminals are equipped with a commercial-grade touchscreen designed for high-volume use. After seeing the Yuno, the district was sold on the Aures models. "Aures offers ultra-compact, sleek-looking units at a really great price point," Gorden commented, "but where they really shine is exceptional customer service."

POS That Pays Off

The Titan application is now running meal programs at all 25 district schools. One Aures Yuno terminal resides in each elementary school kitchen. To accommodate longer student lines, each middle school operates four Yuno POS terminals set up in "speed lines" in the gym, where kids select food items as they move through the line to pay. The student simply enters their PIN number and the cashier touches the appropriate menu buttons on the terminal to complete the transaction.

According to Meschi, CUSD employees love the ease-of-use of the Aures terminals. "The Yuno touchscreen is very durable and responsive, it's smooth like an iPad. A simple touch enters each transaction, which reduces errors and keeps the kids moving." The compact terminals also fit easily on cramped carts and counters.

The Titan application has greatly simplified CUSD's district operations. "Instead of going out to 25 schools to do an update or change a menu board, we can now do many more functions from our central office," said Meschi. "And, now that parents can monitor kids' meal accounts online, we save considerable administrative time fielding questions at the Nutrition Services office."

CUSD's Nutrition Services Department plans to expand application functionality in the future, adding Titan's Nutrient Analysis and Warehousing modules. With Titan and Aures streamlining student meal lines, the district is sure to take inevitable growth in stride.

Yuno POS Terminal

- Robust, stylish and compact
- Smooth, multi-touch touchscreen technology
- Commercial functionality, consumer aesthetics
- Standard and widescreen monitor options
- Available in sleek black or white
- VESA bracket option for wall or pole mounting
- 0-90° tilting angle



Aures Technologies, Inc. | 15042 Parkway Loop, Building D | Tustin, CA 92780

714.669.3111 | www.aures.com