Sourcewell

Solicitation Number: RFP #042020

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Online School Management Systems Inc., 22375 Broderick Drive, Ste. 130, Sterling, VA 20166 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 31, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B.   WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C.   DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A.   SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B.   SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C.   HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4.   PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B.   ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C.   PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D.   SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E.   TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F.   GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7.   CUSTOMER SERVICE

A.   PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B.   BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8.   REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A.   CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A.   ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B.   AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C.   WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D.   CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E.   RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY
  1. *Grant of License.* During the term of this Contract:
      a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
      b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
  2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

    a.   Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

    b.   Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

    c.   Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B.   PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C.   MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D.   ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A.   PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

   1.   *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
   2.   *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
   3.   *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B.   DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

   1.   Nonperformance of contractual requirements, or
   2.   A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1.   *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2.   *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3.   *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4.   *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.
>   Minimum Limits:
> $2,000,000

5.   *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.
>   Minimum Limits:
> $2,000,000 per claim or event
> $2,000,000 – annual aggregate

6.   *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
>   Minimum limits:
> $2,000,000 per occurrence
> $2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C.   ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D.   WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E.   UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F.   SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A.   LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B.   LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A.   EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B.   DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C.   CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D.   RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E.   CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F.   DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G.   BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H.   RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I.   ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J.   BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K.   ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L.   PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). 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 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

<table>
<tr><td>Sourcewell</td><td>Online School Management Systems Inc.</td></tr>
<tr><td>By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO</td><td>By: Mike Bohn
EDEE43DEF6F8439...
Mike Bohn
Title: Director of Payments</td></tr>
<tr><td>Date: 5/26/2020 | 8:37 PM CDT</td><td>Date: 5/26/2020 | 3:31 PM CDT</td></tr>
</table>

Approved:

By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/26/2020 | 9:00 PM CDT

RFP 042020 - Fee Management and Online Payment Portal Software Solutions

Vendor Details

Company Name:	Onlilne School Management Systems
Does your company conduct business under any other name? If yes, please state:	Edlio
Address:	22375 BRODERICK DRIVE SUITE 130 STERLING, VA 20166
Contact:	MICHAEL BOHN
Email:	sales@osmsinc.com
Phone:	703-378-8299
Fax:	703-378-8137
HST#:	680530219

Submission Details

Created On:	Tuesday March 31, 2020 10:52:50
Submitted On:	Monday April 20, 2020 15:17:18
Submitted By:	MICHAEL BOHN
Email:	sales@osmsinc.com
Transaction #:	85448ed5-d896-4b3e-9ad2-40454972727a
Submitter's IP Address:	208.64.156.172

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Online School Management Systems (OSMS) Inc. DBA Edlio	*
2	Proposer Address:	22375 Broderick Drive, Ste. 130 Sterling, VA 20166	*
3	Proposer website address:	osmsinc.com edlio.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Bohn Director of Payments mbohn@osmsinc.com 703 378-8115 x201 (office)	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tony Watkins Director of Payments twatkins@osmsinc.com 703 378-8299 x202 (office) 571-239-4700 (cell)	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lauren Goldberg Sales Solutions Engineer lgoldberg@osmsinc.com 703 378-8299 x209 (office) 703-967-4018 (cell)	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	OSMS has been providing electronic payment processing since 2008 and has been working with K-12 local school accounting and internal funds since 2000. OSMS specializes in cloud-based solutions for receipting school funds from parents and students online or in person. OSMS currently has over 150 school districts located around the US, comprised of roughly 5,000 schools. This equates to roughly 4,000 transactions totaling $222,000 processed daily with support provided to any parent, department, or employee of our customers, which would typically constitute about 10,000 concurrent users.	*
8	What are your company's expectations in the event of an award?	After award, OSMS will work directly with the schools. We will utilize our current sales structure to reach out to Sourcewell members, engage them and sell them our services.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	OSMS has been profitable since inception. OSMS is owned by Edlio. We are backed by a private equity firm and are in good financial standing. Please see attached financial document for OSMS specific details. If additional details are needed for all of Edlio, we can provide later.	*
10	What is your US market share for the solutions that you are proposing?	The OSMS branded solution has over 5,000 schools in the K-12 market, with 9 of the 25 largest US school districts on the platform. Our parent company, Edlio has an additional 11,000 schools.	*

11	What is your Canadian market share for the solutions that you are proposing?	OSMS is working on entering the Canadian market. Our parent company, Edlio is a global provider of K-12 services including Canada and LATAM.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Our business has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the following question (either a) or b) below) that best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our organization is a service provider. All our payment products are developed in house. We use our own internal sales and service force, all composed of our employees. All schools that use our products have a license with our company.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	OSMS meets or exceeds Payment Card Industry (PCI) Data Security Standards and therefore, agrees to use the collected information in compliance with all applicable laws, rules and regulations, including, without limitation,those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); and IAW applicable Payment Card Industry (PCI) Data Security Standards. OSMS will be responsible for maintaining PCI DSS compliance. Proof or certification will be provided after award. As part of OSMS's commitment to data security and protection of cardholder data, we maintain the highest levels of PCI compliance through of combination of security measures. This includes but is not limited to: multiple encryption methods like SSL, IPSEC, RC4, tokenization, servers on a Tier IV data center, cloud-based backup services with better than 99.99% availability, daily monitoring, quarterly staff training, white hat penetration tests, yearly onsite audits by 3rd party security experts, and ongoing monitoring and occasional onsite audits by credit card associations like MasterCard & Visa. Direct link to our listing in the Visa Global Registry of Service Providers: https://www.visa.com/splisting/viewSPDetail.do?spId=4154&coName=Online%20School%20Management%20Systems&HeadCountryList=U.S.A.&reset=yes&pageInfo=1%3B30%3BASC%3BcoName Link to the MasterCard's SDP Compliant Registered Service Provider List where we are listed as well: https://www.mastercard.us/en-us/merchants/safety-security/security-recommendations/service-providers-need-to-know.html	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have had no suspension or disbarment related occurrences during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

16	Describe any relevant industry awards or recognition that your company has received in the past five years	Edlio and OSMS have won numerous awards including Learning Counsel's App of the Week, The Tech Tribune's 2020 Best Tech Startups in Los Angeles, and Built In LA's Best Places to Work in 2019. OSMS is proud to be named a partner of EPES by C.A.P. Inc, a K-12 company with over 22,000 schools on their platform. In addition, the OSMS sister company Acelo Solutions has many notable clients and awards including commendations by the Eagles Football team, and those by National Archives and Records Administration (NARA) and the US Presidential Libraries. Finally, in terms of technical awards, OSMS is on both the Visa Global Registry of Service Providers and MasterCard's SDP Compliant Registered Service Provider List. Our compliance began in 2018 valid through February 2021. What are these lists? Simply put, they "[acknowledge] service providers that have shown their commitment to security by meeting the requirements of the PCI Standard" regarding data security and the protection of cardholder data. Any organizations or schools taking credit card should only use a service provider on the list, like OSMS. What is PCI? Otherwise known as Payment Card Industry compliance, it is a set of stringent requirements designed to ensure that all organizations that process, store, or transmit sensitive information maintain a secure environment and underlying applications. PCI regulations are considered a rigorous set of standards that largely complement the less stringent requirements outlined by state and federal regulations.	*
17	What percentage of your sales are to the governmental sector in the past three years	OSMS is specific to the K-12 market, with over 95% of related sales specific to public schools only. OSMS's sister company, Acelo Solutions is primarily a contractor for the US federal government. In Fall 2019, Acelo Solutions was again awarded the Point of Sale (POS), online payments and accounting contract for National Archives and Records Administration (NARA), the US federal agency in charge of preservation and documentation of government and historical records. While Acelo Solutions and NARA is not related to this K-12 specific RFP per se, we included this in our response for several reasons: both OSMS and Acelo Solutions have similar aggregate tasks. Each companies' respective software have roughly equivalent purposes like online payments, but customized to their respective government or K-12 sectors. For the improvement of the mission of both companies, OSMS and Acelo Solutions may occasionally reuse code and functionality in both their separate online payment and other software applications.	*
18	What percentage of your sales are to the education sector in the past three years	100% of OSMS sales the past three years have been in the K-12 education market. Our software solution is custom for the K-12 market only.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Edlio Pay (dba Acelo) has been a General Service Administration (GSA) service provider for over 15 years. As part of being a Government provider, Edlio has to provide quarterly sales report, maintain updated GSA contract with mass modification amendments. Edlio has successful passed the annual review GSA performs of all it's service providers to ensure they are continually meeting the guidelines that are required by the federal government. Edlio Pay dba Acelo Solutions specializes in private and government solutions. The most notable is our GSA contract for National Archives and Records Administration (NARA) and the Presidential Libraries for their point of sale and accounting needs. This GSA IT--70 schedule contract has been in place since 2013 and was recently re-awarded in fall 2019 for another five years. This current version of the contract is valued at $4,306,022.00. For more details: https://gsaelibrary.gsa.gov/ElibMain/home.dohttp:/www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do;jsessionid=WGq4M2zgrFHKULAhnxPbCN7j.prd2pweb64?contractNumber=GS-35F-0275V&contractorName=ACELO+SOLUTIONS%2C+INC&executeQuery=YES https://etc.g2xchange.com/statics/small-business-scores-nara-order-fulfillment-and-accounting-system-support-services-contract/	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mooresville Graded School District 305 N Main St Mooresville NC 28115-2401	Terry K. Haas, CPA Chief Financial Officer thaas@mgsd.k12.nc.us Terry has been using OSMS and Edlio for many years at several school districts, with her most recent at Mooresville Graded School District. Mooresville Graded is a good example of a smaller implementation of OSMS. In addition, Terry is the Recipient of the 2019 International Eagle Award. This award is given by the International Association of School Business (Int'l ASBO) Officials for lifetime achievement in school business and recognized by her peers as an outstanding school accountant. https://asbointl.org/awards-career-development/eagle-awards/recipients	704-658-2540	*
Fulton County School District 786 Cleveland Ave SW Atlanta GA 30315-7239	Gayle Fitzgerald School Based Accounting Unit-Coordinator, Fulton County School System 6201 Powers Ferry Road NW Atlanta, GA 30339 fitzgerald@fultonschools.org Size: 104 Schools Dates: 2016-present In the Atlanta area, Fulton's has over 97 schools and departments using OSMS to take their payments along with certain other upgrades. Ms. Fitzgerald heads up the School Business Accounting Unit (SBAU) who are in charge of all activity funds for all schools.	470-254-6774	*
Montgomery County Public Schools 850 Hungerford Dr Rm 162 Rockville MD 20850-1718	Susan B. Chen, CPA Controller, Division of Controller Office of the Chief Financial Officer Susan_B_Chen@mcpsmd.org Size: 208 Schools Dates: 2012-present Montgomery is the largest school district in the state of Maryland. With over 200 schools utilizing OSMS with very advanced features including exam fees, activity fees and athletic fees for over 160,000 students. Ms. Chen is in charge of boith th payments and school accounting implementation along with her team members of Sherry Noah and Melissa Hawse. Since inception, Montgomery has done tremendous volume and very specific fees, often paving the way for other districts in both Maryland and elsewere.	301-279-3115	*
Oak Park Unified School District 5801 Conifer St, Oak Park, CA, 91377-1000	Enoch Kwok Director of Technology Oak Park Unified School District ekwok@opusd.org Size: 4 Schools Dates: 2018-present Oak Park USD is a good example of a smaller implementation of OSMS.	818-735-3201	

| Wake County Public School System Crossroads II, 110 Corning Road, Cary, NC 27518 | Jenny Drisko Accountant, Fund 6 jdrisko@wcpss.net

Size: 174 Schools
Dates: 2009-present

The largest school district in the state of North Carolina, WCPSS has been a long time OSP customer with high volume, but they also use the integrated Online School Care (OSC) product to manage and accept online payments of the roughly 60 before and after care programs at the district. | 919-694-0328 |

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Broward County Public Schools	Education	Florida - FL	Broward uses our free webstore, Online School Payment. They are the 6th largest school district in the US, located in Ft. Lauderdale.	571,788	$57,885,111	*
Wake County Public School System	Education	North Carolina - NC	Wake uses our free webstore, Online School Payment, our ticket module Online Ticket Management and our childcare solution Online School Care. They are the 14th largest school district in the US, and is located in Raleigh, the capital of North Carolina. Wake is the largest public school district in North Carolina.	496,010	$41,507,520	*
Henrico County Public Schools	Education	Virginia - VA	Henrico uses our free webstore, Online School Payment, our cashier module Online Teacher Receipting and our fee automation service called Online Automated Invoicing. They are located in the Richmond metro area, and are the 6th largest school district in Virginia.	510,965	$28,556,767	*
Ascension Public Schools	Education	Louisiana - LA	Ascension uses our free webstore Online School Payment and our cashier module Online Teacher Receipting. They are located roughly halfway between New Orleans and Baton Rouge, and are the 10th largest public school district in Louisiana.	490,584	$20,356,957	*
Livingston Parish Public Schools	Education	Louisiana - LA	Livingston uses our free webstore, Online School Payment and our cashier module Online Teacher Receipting. They are located roughly halfway between New Orleans and Baton Rouge, and are the 7th largest public school district in Louisiana.	296,413	$19,208,999	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	With over 200 employees, more than 1/4 of our staff is dedicated to sales-oriented tasks. We are divided between new clients (greenfield) and those that are already on some part of the platform who want to upgrade. For these employees, all are trained on our payments solution with a number explicit to payments only. This number is expected to grow the next 6-12 months with new hires. *
24	Dealer network or other distribution methods.	While OSMS and Edlio do not explicitly have a dealer network, we do have strategic partnership who sell our products and vice versa in a joint effort. When including that, our access to schools is nearly 40,000 schools. *
25	Service force.	OSMS and Edlio have over 50 employees related to customer service and support related tasks, including teams throughout the US and internationally such as Canada and Mexico. *
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	OSMS's approach to customer support and customer success has multiple layers to ensure that you are served with best in class customer service, with options for live humans, recorded videos, and written instructions at all times. Our staff includes a team of over 25 team members in all US time zones for all aspects of the OSMS system -- from central office staff, school staff, and parents making purchases. OSMS is available 24/7 and includes both a staffed/monitored datacenter hosted in Ashburn, VA. Support tickets may be submitted at any time, on any day. There are four major ways to contact our Support Team and open a support ticket, including: • Support box – Our application has a built-in support feature on the Home Page • Email – our main help desk email which is support@osmsinc.com • Phone Call – our main help desk telephone line is 1-877-378-8290 x204. • Web based form – https://osmsinc.com/contact-support/ In addition, we have a knowledge base, free web-based training offered weekly, and a Client Success Team to ensure that new users are supported and. Users are encouraged to use both Support Team and Client Success to ensure they get any and all help they need. Support is there to assist with any technical problems or mistakes. Client Success is there to assist you with implementation, checking in throughout the year for engagement, and helping to prevent the mistake in the first place. Training will be provided by Online School Management Systems (OSMS) at no cost. OSMS will be responsible for all initial training. Depending on size of the school district and preferences, a train the trainer approach may be appropriate. OSMS will provide a training for central office staff which shall include representatives from finance, audit and technology departments prior to implementation, but also prior to much of the system setup and configuration. The complete bookkeeper training will be after. This takes only an hour and a half. It will give all the tools required to use the OSP and OTR system. They will leave the training as experts in all aspects of the software for their schools, but they can repeat the same training to their end users. It is recommended to allocate 2 hours to this training because of the variety of user ability levels, but central office should also be available at these trainings to address policy questions. As to ongoing training, multiple options are available for the district. Throughout the year via webinar are free of charge which helps for a quick refresher or when a backup person might be filling in during the normal bookkeeper's leave of absence. Users may self-register at their convenience. Further, User Manuals and Quick Start Guides will also be provided to all users as well as online training videos and coursework to allow users to review, refresh, or work at their own pace. Instructor led online trainings are the preferred method and can be attended by any user. Users may self-register at their convenience. Training highlights include how to setup activities online for sale as well as how the money will be receipted. Report generation, inquiry, and refund functions will also be covered during this end user training. User Manuals and Quick Start Guides will also be provided to all users. There is no additional cost for standard training or related documentation. Training materials include welcome packets, quick starts, various guides, along with instructional videos, recorded trainings, and free, live webinars typically helped biweekly. All OSMS documentation is available for the district in print and electronic format. OSMS will also provide this documentation in editable formats to allow the district to modify to include internal procedures within the manual without any copyright restrictions on the material provided to the district. As new software versions and enhancements roll out, OSMS will make updated documentation available, again in editable format. Communication from all teams are done primarily with email and telephone. Should the district need to be notified of regular site maintenance or problems with the system, they can expect timely emails from leadership that spell out details. In the case of site maintenance, we typically inform clients 1-2 business weeks prior. Since the bulk of OSMS is free, our pricing model is built on transaction volume. To be blunt, we only make money if the system is used so it is in our best interest to assist you as much as possible. In other words, we are only successful if you're successful and we have your back every step of the way. *

When taking a support request, our support team logs the request with our service desk software. During normal business hours, the ticket is typically assigned to a support rep within 5-10 minutes. Most responses can be answered within 1 to 2 business hours. If additional time, research and/or escalation is needed, we will let the customer know with ETAs accordingly. Below is a breakdown of our method for prioritizing support calls, levels and target response times.

PRIORITY
1 - Critical

CRITERIA
1)   Security related alert or suspicious activity associated with online payments or personally identifiable information
2)   Critical security patch or industry wide security notice requiring system remediation
3)   Solution wide outage affecting customer access to the application
4)   Payment processing outage causing online transactions to fail across all schools

TARGET RESPONSE TIME
Help Desk Staff will contact the security response team and\or on call technicians for immediate response

PRIORITY
2 - High

CRITERIA
1)   Partial payment processing outage affecting a single school
2)   Staff unable to login through Single-Sign On.
3)   Bookkeeper unable to setup an online activity
4)   Orders not processing
5)   Reports cannot be generated

TARGET RESPONSE TIME
Target 1-hour response time with an average maximum of 4 business hours

PRIORITY
3 - Medium

CRITERIA
1)   Questions concerning a possible duplicate transaction
2)   Error received when selecting the student ID
3)   Student Obligation is not valid
4)   Request for online payment refund

TARGET RESPONSE TIME
Target 2-hour response time with an average maximum of 8 business hours

PRIORITY
4 - Low

CRITERIA
1)   Parent doesn't know how to reset their password
2)   Parent is unable to login
3)   Parent does not know their students ID
4)   Parent requires assistance with the basic checkout process.

TARGET RESPONSE TIME
Target 4-hour response time with an average maximum of 8 business hours to respond

27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	OSMS and Edlio are able and willing to help any and all Sourcewell participating entries, particularly those in the K-12 sector. With deployments as small as 1 school to implementations for school districts with over 450 schools, we are confident our solutions will meet and exceed the expectations for all Sourcewell K-12 members.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	OSMS/Edlio Pay is currently working toward entering the Canadian market, to be followed by other global markets as well. We are willing to service these Canadian members once we have completed the necessary steps and certifications.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	OSMS/Edlio Pay is currently working toward entering the Canadian market, to be followed by other global markets as well. US Sourcewell members can start immediately.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Sourcewell participating entity sectors are welcome to take advantage of the OSMS/Edlio Pay solutions. We have no restrictions in terms of geography or other similar factors.	*

| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no specific contract requirements or restrictions for any participating Sourcewell entities in Hawaii, Alaska, or in the US Territories. | * |

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Edlio marketing is done through a strategic plan primarily based on the Salesforce CRM platform, certain marketing solutions like Outreach, a robust ongoing webinar series, attendance at over 100 related conferences a year, and much more. Our Edlio inhouse marketing team is responsible for all marketing efforts including coordination, design, communication etc. We also have certain marketing teams on retainer for certain large or technical projects better served by outsourcing. The best example of this is custom graphics, custom website designs, white papers, new PR releases etc. All these and other marketing related tasks are included with our pricing, at no additional charge to Sourcewell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	OSMS/Edlio use a variety of technology and digital data to help run marketing and communication campaigns on behalf of schools. We ask for reasonable access or can leverage sales data if needed. For example, if a parent uses their email address when checking out, we can then email the again in the future if a related item is now for sale or any updates from the school. Below is an overview of this free marketing service: OSMS will promote the district and individual school stores and products through various marketing channels Use Online School Marketing with email, social media, broadcast, and your school websites. OSMS/Edlio Pay will help coordinate specific campaigns with internal marketing professionals. Increase school revenue through free and outsourced marketing for items such as: fundraisers, school or K-12 activities, student debt, athletic events, performances etc. OSMS promotion will drive sales, but only for the overall district and school sites, as well as the products being offered on the store. There will never be any cross-product promotion or sale of internal district data to outside sources. Customers will have the ability to opt in and out of this correspondence based on their communication preferences.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Edlio will work with Sourcewell. At this time, we do not have any specific requirements and look forward to discussing how best to integrate our joint efforts after award. Should Sourcewell wish to be "hands on" in our marketing and promotions for it's members, we would find that acceptable. At a minimum, we would flag all Sourcewell members in our database and offer them the Sourcewell member only promotional pricing. We would communicate any closes to Sourcewell and ensure timely payment to you.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All web-based training is included at no cost to Sourcewell schools. All standard users can access to free training materials, with many options. This training covers all topics that a school or end user would reasonably need to know or might utilize. We also offer onsite training at reasonable rates if a Sourcewell member prefers in person training. For Sourcewell members in the DC metro area or close to our payment offices across the US, we offer free onsite training as well. Reasonable restrictions will apply for free onsite training including but not limited: 1 day only, 1 trainer only, within a certain travel distance from the employee's office, to be scheduled on a date mutually agreed upon by both the Sourcewell Member and OSMS/Edlio etc. All maintenance and operations above and beyond that falls to an end user is covered by OSMS/Edlio. Cost for this maintenance and operations is included with our standard pricing -- that is to say, there are no additional fees.	*
37	Describe any technological advances that your proposed equipment, products, or services offer.	OSMS/Edlio Pay are solutions designed to meet and exceed the needs of K-12 schools, particularly their school accounting requirements. This includes but is not limited to: School Activity Funds (SAF), Associated Student Body Funds (ASB), Governmental Accounting Standards Board (GASB) requirements, Generally Accepted Accounting Principles (GAAP), state and federal reporting requirements, sales tax etc. For schools using school specific accounting and/or centralized accounting solutions, we offer integrations into these systems at no cost. As a payment processor, we meet or exceed all payment requirements.	*
38	Describe any "green" initiatives that relate to your company or to your equipment, products, or services, and include a list of the certifying agency for each.	OSMS and Edlio are committed to staying green with various initiatives both for our offices and for employees. As a Software as a service (SaaS) utilizing Amazon Web Services (AWS), we are naturally eco friendly. In addition, we do not produce bulky hardware that may be hard to recycle. Instead, we allow schools and districts to source their own hardware instead or reuse it from a previous purchase.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Please see our attached Executive Summary for details on our how solution is custom for K-12 schools, and the various features and integrations we offer to help schools specifically including accounting options, GASB compliance etc.	*

Table 9: Warranty (Performance Standards or Guarantees)

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Describe any performance standards or guarantees that apply to your services (turnaround times, processing and payment times, etc.)	The OSMS architecture leverages a variety of technologies to ensure better than 99.99% availability. Turnaround times for all support and customer service related questions can be found in our attachments. All reports and data can be viewed in real time or near real time. This means that schools can view all transactional data as soon as a transaction complete in our system. Schools will get their funds based on the standard options we offer as detailed by the OSMS/Edlio Pay contract (weekly, biweekly etc.). Expedition of these deposits are available at an additional fee.	*
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	A variety of Key Performance Indicators (KPIs) are used for our support services including but not limited to: • Length of time support ticket is open before closed • Length of time between support rep contacts client • Resolution • Client satisfaction • How many fees a school has • School engagement with software • Etc. Should Sourcewell have specific KPIs they want to implement, OSMS would be happy to discuss implementation.	*
44	Describe any service contract options for the items included in your proposal.	If desired, OSMS/Edlio will work with a school or district one on one for a service contract.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
45	What are your payment terms (e.g., net 10, net 30)?	Standard terms are net30. Afterwards, we move all clients to reoccurring billing on an annual basis that coincides with the start of the government/K-12 fiscal year (July 1-June 30). If a school prefers different billing terms for any reason, we are more than happy to discuss alternative options.	*
46	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	OSMS/Edlio Pay staff will generate a no obligation price quote for services. If this is acceptable to the school or district, this quote will become an invoice with net30 terms as per our standard process.	*
47	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept P-card procurement and payment process at no additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
48	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see attached for details for our pricing sheet. Due to difference in state law and state Pricing is done per state	*
49	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts and rebates are primarily through the transaction volume plus a percentage fee per license sold. Details can be found in our Pricing and Rebate attachment.	*
50	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell member districts or divisions will be enrolled in our rebate program which offers a discount of 0.1% per $1,000,000 done in credit card transactions. This rate is capped at $11 million so no more than a discount of 1.1% can be given. Transaction volume for all Sourcewell member schools processing under this contract will be treated as one single cooperative for calculation of transaction volume in the rebate program. To summarize: should all Sourcewell members do $11 million a year in credit card transactions or more, this would take Sourcewell members to our lowest processing rate of 2.9%.	*
51	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A. All pricing is included.	*
52	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A. All pricing is included.	*
53	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As a Software As A Service (Saas), OSMS and Edlio do not ship extensively. If the rare shipping is needed, we utilize typically USPS or FedEx. Fees for shipping are typically included with line item price. If egregious. or discussed with the client prior to shipment if egregious..	*
54	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As a Software As A Service (Saas), OSMS and Edlio do not ship extensively. If the rare shipping is needed, we utilize typically USPS or FedEx. Fees for shipping are typically included with line item price or discussed with the client prior to shipment if egregious.	*
55	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As a Software As A Service (Saas), standard implementation is within 1-2 business weeks. Our fastest implementations are within 24-48 hours.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
56	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
57	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Participating Entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We will flag all Sourcewell members in our international Salesforce CRM database. Any new payment sales for these Sourcewell members will be reported and from that, included in our quarterly payments to Sourcewell. Our finance and database teams will create an self audit process to ensure timely and accurate compliance.	*
58	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Participating Entity's cost of goods. (See the RFP and template Contract for additional details.)	OSMS/Edlio Pay is proposing an admin fee that is a percentage of each license sold. There is also a rebate program available, details of both can be found in our Pricing and Rebate Attachment.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
59	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Name: Online School Payments Summary: Free Webstore & Parent Mobile App Notes: Fully responsive, mobile friendly web store and parent mobile app for K-12 items. Allows for taking credit cards for school fees and items, cafeteria, detailed obligations and school care fees. For payments off campus or made entirely online. App is available for iOS and Android native apps. Can be upgraded with OSI, OSC etc. Name: Online School Payments Mobile Summary: Parent Mobile App Notes: Free parent mobile app version of OSP. Faster, and more convenient since it's in app form. For payments off campus or not with staff assistance. Available for iOS and Android native apps. Works with OSP, OTR, OSC and OSI. Name: Online Teacher Receipting Summary: Cashier screen for payments/receipts Notes: Hybrid Point of Sale (POS) cashier and web based receipt book for taking payments of cash, check and credit card. For payments in person/face to face. Designed for more advanced, data heavy transactions such as those for students with SIS (student data) integrations, accounting integrations, and obligations (fees related to specific students only). OTR is the flagship OSMS product and gives schools increased access to other OSMS modules. Includes features to allow for proper cash handling and audit approved procedures. Name: Online Mobile Swipe Summary: Staff Mobile App w/optional CC swipe Notes: School facing mobile app. Staff can use OMS to take cash, check and credit card payments. Optional hardware available for swiping credit cards. Simple fees only with no student data, such as concessions. For payments in person/face to face. Name: Online Student Invoice Summary: Student Invoices Notes: Create detailed obligations/student debts/invoices. Fees can only be viewed and paid by the assigned student. Compatible with OSP, OSP Mobile, and OTR. Name: Online Mobile Swipe Summary: Automated Student Invoices Notes: OSMS can automate out detailed obligations/invoices via mapping of fees to student data Name: Online Ticket Management Summary: Item redemption w/ optional barcode scanning Notes: Optional module for redemption of items like tickets at the gate. Barcodes can be scanned with optional hardware or marked as redeemed in the OSMS Management Portal Name: Online School Care Summary: Daycare solution w/ fee assignment and payments Notes: Assign fees and take payments for school or day care only. Student management and special report options. Highly specialized. Other: Above what's listed here, OSMS/Edlio will work to customize our solution to any school or district's needs as needed. We will also integrate our solutions into another 3rd party system at reasonable rates with many integrations available at no cost to Sourcewell members.	*
60	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	K-12 school payment processing, with online, mobile, responsive and in person Point of Sale (POS) solutions. School Activity Funds, Associated Student Body Funds, Obligations, Child Care, School Care, Cafeteria, Nutrition, and other K-12 related fees.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below whether or not fee managment and payment solutions for the listed category or type is included in your proposal. Add comments as needed or appropriate.

Line Item	Category or Type	Offered *	Comments	
59	School nutrition program charges	⦿ Yes ◯ No	Included, integrations available	*
60	Tuition payment and payment plans	⦿ Yes ◯ No	Included, integrations available	*
61	Academic, extracurricular and athletic registration, forms, and fees	⦿ Yes ◯ No	Included, integrations available	*
62	Parking or traffic violation fines	⦿ Yes ◯ No	Included, integrations available	*
63	Utility service billings and payments	⦿ Yes ◯ No	Included, integrations available	*
64	Land-use permits	⦿ Yes ◯ No	Included, integrations available	*
65	Portal or gateway solutions for acceptance and refund of ACH, credit and debit card payments, or other payment forms (Apple Pay, Google Pay, PayPal, etc.)	⦿ Yes ◯ No	Included with a variety of options	*
66	Other (explain in the comments box)	⦿ Yes ◯ No	We specialize in K-12 solutions and are happy to customize our solution for any unusual or rare fees/payments.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Yes, we would be happy to provide examples of internal metrics to indicate a contract's success. Common examples that we use include: dollars per transaction, items per transaction, transactions per unit of time such as day, week, month quarter, year, support requests versus sales volume, number of schools on platform, number of products available for sale etc.	*
68	Describe the types of charges that can be setup and configured within your solution (meals, fees, activities, billing, etc.).	With the OSMS/Edlio Pay platform, virtually any K-12 related charge may be taken through the platform.

This includes but is not limited to: fixed priced amounts, variable amounts, obligations or fees assigned to individual students, childcare fees, meal prepayments, billing, tuition, Activities, School Activity Funds (SAF), Associated Student Body Funds (ASB), registration etc. For highly unusual fee or charge types, OSMS/Edlio Pay will work with the school or district on a case by case basis.

For any Sourcewell entities not in K-12 but want to use our services, we are happy to accommodate them. | * |
| 69 | Articulate the acceptable forms of payment that your solution provides along with the applicable user interface(s). | All major card types are accepted with OSMS/Edlio Pay, including Visa, MasterCard, American Express and Discover. OSMS/Edlio Pay is a credit card aggregator (aka a "Super Merchant"). All payments flow through our merchant account on behalf of the schools. | * |
| 70 | Describe the options available for creation and management of merchant accounts and their configuration. | OSMS/Edlio Pay is a credit card aggregator (aka a "Super Merchant"). All payments flow through our merchant account on behalf of the schools.

Should a school or district want their own merchant account, we can accommodate. This will come with an additional fee. In addition there will be loss of certain software functionality, less support options by OSMS/Edlio employees to the schools, and potentially additional slack time for implementation | * |

| 71 | Describe your systems authentication method(s) for the various user communities (district, parent, customer, etc.). | The OSMS software suite comes with the ability to utilize single sign on.

The OSMS LDAP integration allows customers to leverage an existing LDAP implementation at their location to manage remote accounts used by either the OSMS Parent or OSMS Portal applications or both depending on customer requirements and capabilities. While we have standard user roles, these can be configured and customized on a school district or school level.

In addition, this can be coupled with an SIS student data integration for a greater level of authentication.

The Lightweight Directory Access Protocol is an open, vendor-neutral, industry standard application protocol for accessing and maintaining distributed directory information services over an Internet Protocol (IP) network. Directory services play an important role in developing intranet and Internet applications by allowing the sharing of information about users, systems, networks, services, and applications throughout the network. The LDAP integration supports the following security protocols:
• Simple Authentication Security Layer (SASL)
• Secure Socket Layer (SSL) | * |
| 72 | Articulate your cyber security process, procedures and compliance accreditations. | All financial and personally identifiable information (PII) is secured in an encrypted format while in transit using 128-bit SSL communications and key sensitive data elements are encrypted while at rest within the database.   In order to dramatically reduce liability and security exposure, the OSMS solution has been developed in such a way not to store any credit card information or financial related information to physical disks. The credit card information is entered by the customer through a secure web browser connection and passed directly to the credit card processor for validation.   The resulting approval code and last four digits of the credit card are the only identifying components hard written to the database

OSMS maintains active compliance with all local, state and federal laws related to student data privacy and Payment Card Industry (PCI) compliance requirements. OSMS maintains a high level of security based largely on those outlined in the PCI (Payment Card Industry) standards. PCI is a set of stringent requirements designed to ensure that ALL organizations that process, store or transmit sensitive information maintain a secure environment and underlying applications. PCI regulations are considered a rigorous set of standards that largely complement the less stringent requirements outlined by state and federal regulations.

In addition to a variety of internal processes and procedures that are performed on a daily basis to evaluate and secure the OSMS solution, a quarterly audit is performed by an external entity to ensure ongoing Payment Card Industry (PCI) compliance. On an annual basis third party security experts are engaged to review and provide recommendations on how to improve the OSMS security posture.

Multiple encryption methods are used including SSL, IPSEC and RC4. The level of encryption and technology depends on the component of the solution being accessed.

All employees of OSMS are required to submit and pass a detailed security background check. Employees must complete annual security training curriculum and attend bi-annual security review meetings.

The OSMS solution is hosted at a state-of-the-art Tier III data center called RagingWire located in Ashburn, VA 20147.   RagingWire is a leading provider of hybrid Infrastructure-as-a-Service (IaaS) solutions that span enterprise cloud, managed hosting and data center colocation. With a nationwide footprint of high density, inter-connected data centers in Virginia and California, and a built-for-the-future managed cloud and hosting platform, RagingWire is one of the premiere Network Operations Centers (NOC) in the United States.   The following are the host facility specifications for the RagingWire facility supporting OSMS and ensuring our better than 99.99% availability.
1. Newly built in 2009, premium 36" raised floor data center space in a 1 million sq. ft. facility, with an additional 300,000sq.ft. in two other data centers within Ashburn, VA.
2. Redundant power and cooling as well as raised floor space specifically optimized for high-density deployments
3. Gigabits of Internet bandwidth active over multiple Tier 1 providers on a fully diverse fiber infrastructure for multiple layers of redundancy
4. N+1 redundant Uninterrupted Power Supply (UPS) infrastructure to prevent loss of critical power
5. N+1 redundant 2MW Caterpillar diesel generators
6. Significant on-site fuel supply to ensure continuous operation in the event of a utility power failure

The following are key security components that have been implemented by our Network Operations Center (NOC) RagingWire: | * |

1.   Facility Security: Comprehensive, defense-in-depth, biometric security systems engineered to fully protect mission-critical IT assets. RagingWire's tightly controlled operating environment and deliberately nondescript facilities ensure that your data and your systems are safe and secure.

2.   Monitoring: RagingWire monitors the physical security of the data center campuses around the clock, with a full staff of professional security personnel at the on-site Security Control Center. While they're keeping an eye on the premises, engineers in our Network Operations Center are constantly monitoring facility operations and data security.

3.   Surveillance: The NOC physical surveillance includes pan-tilt-and-zoom digital recording cameras, 360-degree perimeter and roof observation, event-driven intrusion detection systems, and locked-down floor tiles with an under-floor intrusion detection system.

4.   Access: RagingWire security access controls ensure that only authorized customers have access to the NOC. Pin-code access keypads, proximity card readers, and biometric iris scanners monitor every access point. Weight sensitive portals control multi-person entries. And the system monitors and logs the entry and exit of each visitor to the NOC. Security staff has constant knowledge of the whereabouts and activities of all individuals within the data center facility.

Additional information may be provided after award, if desired.

OSMS meets or exceeds Payment Card Industry (PCI) Data Security Standards and therefore, agrees to use the
collected information in compliance with all applicable laws, rules and regulations, including, without limitation,
those governing online privacy and use of credit card data (i.e. using credit card information only for purposes
authorized by the cardholder); and IAW applicable Payment Card Industry (PCI) Data Security Standards.

OSMS will be responsible for maintaining PCI DSS compliance. Proof or certification will be provided after award.
As part of OSMS's commitment to data security and protection of cardholder data, we maintain the highest levels of PCI compliance through of combination of security measures. This includes but is not limited to: multiple encryption methods like SSL, IPSEC, RC4, tokenization, servers on a Tier IV data center, cloud-based backup services with better than 99.99% availability, daily monitoring, quarterly staff training, white hat penetration tests, yearly onsite audits by 3rd party security experts, and ongoing monitoring and occasional onsite audits by credit card associations like MasterCard & Visa.
Direct link to our listing in the Visa Global Registry of Service Providers:
https://www.visa.com/splisting/viewSPDetail.do?spId=4154&coName=Online%20School%20Management%20Systems&HeadCountryList=U.S.A.&reset=yes&pageInfo=1%3B30%3BASC%3BcoName

Link to the MasterCard's SDP Compliant Registered Service Provider List where we are listed as well:
https://www.mastercard.us/en-us/merchants/safety-security/security-recommendations/service-providers-need-to-know.html

73	Enumerate your systems integration with other systems listing systems along with method of integration.	OSMS is proud to be vendor neutral and will work with any software or SIS system that the district wishes us to integrate with. For K-12 payments, the most common is SIS or student data. We also offer integrations for school accounting (school activity funds and central), library fees, cafeteria/nutrition, system of record integrations, obligations etc.	
		For student data out of a SIS, it would be needed for validation for most OSMS modules and is required for easy of data entry for our cash and check module, OTR.	
		Typical SIS integrations involve nightly feeds via an OSMS hosted SFTP. This is most commonly near-real-time, but true time API is available. OSMS's parent company Edlio is an ISV PowerSchool partner, so we in turn can leverage their access. Standard fields include school ID, student ID, last name, first name etc. Additional fields may be added but are not required. For example, homeroom, GPA, primary email address etc. - they do powerup the reporting aspect and allow for additional features in the software. We are happy to work with whatever data the district can provide and can work with most file formats, but prefer CSV or TXT. For most standard SIS integrations, OSMS would host a SFTP site. Columbia would get credentials to access the SFTP site in order to upload the relevant data. OSMS would then download said data into our database. We do not need an automated feed as we work on the integration, but what we usually ask is try to give us what you have standard out of your system based on the following guidelines and we will try to make that work. Typically, student data is added ad hoc or in the cases with highly transient student populations, a daily feed may be desired to ensure it's timely. The following is a sample of the file we would prefer. However, there is only six pieces that would be truly required: "SchoolID","SchoolName","LastName","FirstName","StudentID","GradeLevel". Beyond these six, districts often like additional values to be added, such as homeroom teacher or primary student email which can assist with automation or more detailed reporting options. These and other values are recommended but are certainly not required. The order does not matter. Below is an example of a more detailed list.	*
		Required StudentNumber FirstName LastName CurrentSchoolName or Number SchoolID CurrentGLevel	
		Preferred Email Homeroom info CurrentSchoolName or Number	
		Other fields CurrentGPA	
		"SchoolID","SchoolName","LastName","FirstName","MiddleName","StudentID","GradeLevel"," DOB","Gender" "XYZ","TEST SCHOOL","HAZARD","EDEN","","1000000","07","12/18/1997","M" "XYZ","TEST SCHOOL","RUTH","BABE","","1000010","10","05/11/1970","M" "XYZ","TEST SCHOOL","Terry","John","","1000011","10","06/19/1980","M" "XYZ","TEST SCHOOL","ELF","BUDDY","THE","1000012","K","12/24/2008","M" "XYZ","TEST SCHOOL","SMILEY","GUY","","1000013","11","05/11/1998","M" "XYZ","TEST SCHOOL","Franklin","Bennett","","1000014","05","07/04/2006","M" "XYZ","TEST SCHOOL","Patrick","Cleo","","1000024","08","07/02/2002","F" "XYZ","TEST SCHOOL","JAMES","LEBRON","","1000028","09","11/12/2003","M"	
		For file format, CSV or TXT is preferred. If Columbia School District wants to use CSV like in our example above, we do want the "" around everything. That is why our tech department usually prefers tab delimited txt files, but again we are flexible and can work with you.	

74	Describe the training provided to each user community.	All users at all levels get free training and instructions. These documents and instructions are authored by OSMS and Edlio but we are happy to share this in editable text files if desired. For school staff, we offer free 1 hour trainings on various topics. These live, web based trainings are offered both directly to the school or district as well as drop in trainings throughout the business month, usually on a weekly basis. All web-based training is included at no cost. Staff simply register at a time that works for their schedule and join at the appointed time. Or they can request a specific time with a success or support team member. All trainings can be customized to a school's preference. Onsite trainings are always available for an additional fee, detailed in our pricing section.	*
75	Describe your support model and methods of communication for each user community.	OSMS and Edlio utilize many tools for support and methods of communication. Examples include email, in app messaging, twitter, telephone, letter etc. Most common is email. Our support model is built on helping schools and purchasers make payment. Since our core solution is free, we only make a profit after a transaction completes. To put it another way, we have your back with every step of the process because if no one pays using our system, we do not make any money.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Sourcewell.xlsx - Sunday April 19, 2020 13:04:43
- Marketing Plan/Samples - Edlio-Pay (1).pdf - Sunday April 19, 2020 13:09:15
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Pricing - Sourcewell Pricing and Rebate Program.pdf - Monday April 20, 2020 14:56:44
- Additional Document - Sourcewell - Final.pdf - Monday April 20, 2020 13:07:22

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Participating Entities. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Participating Entities under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.   - Mike Bohn, Director, Online School Management Systems (OSMS)

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes**   ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fee_Mgmt_and_Online_Payment_Portal_RFP042020 Mon April 6 2020 11:09 AM	☑	1
Addendum_3_Fee_Mgmt_and_Online_Payment_Portal_RFP042020 Mon March 30 2020 10:14 AM	☑	1
Addendum_2_Fee_Mgmt_and_Online_Payment_Portal_RFP042020 Wed March 25 2020 01:20 PM	☑	2
Addendum_1_Fee_Mgmt_and_Online_Payment_Portal_RFP042020 Thu March 19 2020 11:05 AM	☑	2