

EdTech Exchange Contract Information Sheet

Contract Information

Awarded Vendor:	TalkingPoints
Contract Number:	ET221907
Effective Date:	January 1, 2023
Initial Term Expiration Date:	December 31, 2023
Renewable Through:	December 31, 2027

Please note: Renewals are automatic unless either party issues an intent to non-renew at least 60 days before the next renewal date. If the contract is cancelled or slated for non-renewal all current customers will be notified.

RFP Process Information

RFP Number:	RFP 2022-19
RFP Title:	Administration Software
Dates Advertised:	October 24 & 31, 2022
# of Vendors that Requested RFP:	114
Questions Due:	November 11, 2022
Public Bid Opening Date and Time:	November 21, 2022, 3:00 pm
CT # of Responses Submitted:	36
Number of Awarded Vendors:	21
Date of Board Approval:	December 16, 2022

Evaluation Criteria, as Set Forth in the RFP

Pricing (30 Points)
Alignment with Region 10 Mission (20 Points)
Software Reliability (10 Points)
Customer Training and Support (20 Points)
Qualifications and Experience (10 Points)
Ease of Use (10 Points)

Justification for Award to Multiple Respondents

- 1) Region 10 ESC stated clearly in the RFP that multiple vendors could be awarded if multiple awards were determined to be in the best interest of Region 10 and EdTech members.
- 2) The evaluation committee determined that multiple awards were necessary to cover a variety of software types and services needed by Texas school districts.

ONLY AVAILABLE TO REGION 10 DISTRICTS

Any information designated by the vendor as proprietary has been redacted from this contract document. For any questions regarding this process or this contract, please contact Clint Pechacek, Purchasing Consultant, at clint.pechacek@region10.org, or 972-348-1184.



Administration Software

2022-19



Presented to Education Service Center, Region 10

Due Date: November 21, 2022

Prepared by:



2021 Fillmore St, #2124

San Francisco, CA 94115

(619) 452-0341

talkingpts.org

rfp@talkingpts.org

Appendix A: QUESTIONNAIRE

****Please see extended responses to questionnaire following Appendix A.**

COMPANY PROFILE

1. What is your company's official registered name?
TalkingPoints
2. Please provide the main contact for questions and notifications regarding this RFP, including name, title, direct phone line, and email. SEE ATTACHED
3. What is/are your corporate office location(s)? SEE ATTACHED
4. Please provide a brief history of your company, including the year it was established. SEE ATTACHED
5. What are your total annual sales for last three (3) years? SEE ATTACHED

6. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

☐ Yes

☒ No

- a. If the answer is yes, do you plan to offer your program or partnership through EdTech Exchange?

☐ Yes

☐ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- b. Will the products accessible through your diversity program or partnership be offered to EdTech Exchange members at the same pricing offered by your company?

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

7. Diversity Vendor Certification Participation - It is the policy of some entities participating in EdTech Exchange to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

☐ Yes ☐ No

List certifying agency: _____

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE

☐ Yes ☐ No

List certifying agency: _____

- c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE

☐ Yes ☐ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB

☐ Yes ☐ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone

☐ Yes ☐ No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☐ No

List certifying agency: _____

Pricing

8. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

☒ Yes
☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

9. Does pricing submitted include the required administrative fee?

☒ Yes
☐ No

10. Define your standard terms of payment. SEE ATTACHED.

Alignment to Region 10 Mission- SEE ATTACHED.

11. What administrative function does your software offer for schools? In particular, identify who this product is designed for and what it allows them to do.
12. What accountability and reporting features does your software give to users?
13. What security protocols are in place to ensure the safe transmission of information being shared through your products and services?
14. Please provide any studies or proven test cases that demonstrate how well your software achieves the goal of improving school/district functions.

Software Reliability- SEE ATTACHED.

15. What is the guaranteed uptime for your software solution?
16. What compensation is available to customers in your SLA if uptimes are not met?
17. Provide the time windows and levels of service for both normal and emergency support provided in your SLA.

18. Describe any integrations your software can provide with other platforms.

Customer Training and Support. SEE ATTACHED.

19. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

20. Describe your company's implementation process for training customers on your solution.

21. Describe how your company provides ongoing support and training to customers for your solution.

Qualifications and Experience

22. Please provide contact information and resumes for the person(s) who will be responsible for the following areas. SEE ATTACHED.

Executive Contact

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Account Manager / Sales Lead

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Contract Management (if different than the Sales Lead)

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

23. Provide a minimum of three (3) K-12 education customer references for product and/or services of similar scope dating within the past 3 years. Higher Education references are also acceptable. Provide the following information for each reference: SEE ATTACHED.

Entity Name

Contact Name and Title

City and State

Phone Number

Years Serviced

Description of Services

Annual Volume

24. List all cooperative and/or government group purchasing organizations of which your company is currently a member below. SEE ATTACHED.

Cooperative/GPO Name

Contract Number

Expiration Date

25. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s). SEE ATTACHED.
26. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization. SEE ATTACHED.
27. Felony Conviction Notice – Please check applicable box:
- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable
 - ☒ Is not owned or operated by anyone who has been convicted of a felony.
 - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
- *If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

Ease of Use

28. Please provide log-in information for a sample account for the evaluation team to use to evaluate the ease of use of your proposed solution and/or a video submitted as a separate file in the Bonfire portal. Mp4 files are preferred for video submissions and should contain a simple demonstration of how customers would use your solution. Video submission may not be longer than 10 minutes long.

Value Add

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies. Please note, only products and services that are priced or listed as free in the Pricing Attachment will be considered to be offered through any resulting contract.

Appendix A: Questionnaire Extended Responses

1. What is your company's official registered name?

TalkingPoints

2. Please provide the main contact for questions and notifications regarding this RFP, including name, title, direct phone line, and email.

The main contract for questions and notifications regarding this RFP is:

Ivan Solomon, Account Executive

(704) 751-2325

ivan@talkingpts.org

3. What is/are your corporate office location(s)?

TalkingPoints corporate office is located at 2021 Fillmore Street, #2124

San Francisco, CA 94115.

4. Please provide a brief history of your company, including the year it was established.

TalkingPoints was founded in 2015 and is a registered 501c3 organization based in San Francisco, California. TalkingPoints has received generous support from the philanthropic community, with supporters including Google.org, Walton Family Foundation, Cisco, the Gates Foundation, Echoing Green, Twilio, David Weekly Family Foundation, Black Rock, Peery Foundation, Open Road Alliance, and Stanford University. Our model provides sustainability due to our many supports, as well as fee-based earned revenue from our school and district partners. As a mission-driven nonprofit, we invest all the funds we raise into expanding and improving our solution so we can have a greater impact on supporting student outcomes and advancing effective family engagement practices. Rather than being accountable to shareholders or investors, our nonprofit status allows us to be committed to the schools, districts, and families we serve and advance best practices for effective family engagement.

5. What are your total annual sales for last three (3) years?

TalkingPoints does not publicly disclose its financial statements, however, we are cash-flow positive and have the financial resources to support the proposed implementation. If required, we can provide bank references and additional financial information to specific individuals.

Contact for Financial Information:

Name: [Emily Wilkinson](#)

Senior Finance & Administration Manager

Phone number: 619- 452- 0341

6. Do you currently have a diversity program or any diversity partners that you do business with?

No, TalkingPoints does not currently have a diversity program, however, as a focus of our organization, we hire with diversity in mind, as highlighted by [our distinctive team](#).

As a non-profit 501c3 organization, TalkingPoints is exempt from registration and regulations surrounding minority and women-owned businesses but believe we represent the value put forth as more than 50% of our team, including our founder and CEO, Heejae Lim, identify as a minority and/or woman.

7. Diversity Vendor Certification Participation

Not applicable to TalkingPoints.

8. Does the respondent agree to offer all future product introductions at prices that are proportionate to the contract pricing offered herein?

Yes, TalkingPoints agrees to future product introductions at prices that are proportionate to the contract pricing.

9. Does pricing submitted include the required administrative fee?

Yes

10. Define your standard terms of payment

TalkingPoints will accept payment by check, credit card, or over the phone. Our standard payment terms are Net 30.

11. What administrative function does your software offer for schools? In particular, identify who this product is designed for and what it allows them to do.

TalkingPoints is a two-way, multilingual family engagement platform that enables instant, translated messaging between school staff, families, and students over age 13. Teachers use a web or mobile application to send messages and announcements to families, who then receive them in their home language as text messages or through the TalkingPoints free parent mobile app. Families respond in their preferred language and TalkingPoints translates their messages back into English. Messages can be sent to individual families, families of students in specific classes or groups, or to all the families in school. Since TalkingPoints sends communication via text messages, our solution is accessible for all parents who own a simple mobile phone - no smartphone, computer, or Wi-Fi required. This ensures that all families can easily communicate with their schools regardless of their language background, income level or access to technology!

TalkingPoints invests deeply in translation, and offers the highest-quality, contextually relevant translations so that all families can participate in their children's education. TalkingPoints is the only platform with a proprietary translation solution that's always improving based on data from professional human translation, culturally-specific education glossaries, conversation data analysis and user inputs, custom machine learning models, and data from public and neural translation engines.

Schools can also send interactive messages with the option of selecting from a library of pre-written messages or saving their own custom templates. Additionally, schools can easily conduct surveys (with data visualization of the results), send multiple-choice questions, and send automatic follow up messages depending on how the parent replies. Also, documents, pictures, and videos with translated captions can be attached to messages sent to families through TalkingPoints.

12. What accountability and reporting features does your software give to users?

TalkingPoints provides graphical reports via analytics dashboards that offer data analysis and downloadable usage reports to measure family engagement at the school, district, and teacher levels. TalkingPoints includes an analytics dashboard in each school and district administrator account that gives oversight into any invalid phone numbers (disconnected and landlines since we are text-based), any numbers who have unsubscribed from communication, and a quick view of the number of messages that have been sent by all staff members and families.

- Teachers have access to their own family engagement data in their analytics dashboard.
- All school and district administrator accounts have automatic oversight into all message communication between staff members and families. Messages will be automatically viewable for the given school year but can be retrieved for past school years as well. These dashboards can be downloaded and manipulated dynamically by date ranges.

Administrators have additional tools (set detailed roles and permissions for staff; segment communication to specific language groups / ELL families; edit class, staff, and student data; view an analytics dashboard with school, parent, and teacher engagement statistics) as well as oversight into invalid phone numbers / numbers of contacts who have unsubscribed from communication. School administrators will have an account that allows them oversight into their school's messaging, analytics, and student information. District administrators will be provided with accounts that allow oversight into the entire district's messaging, analytics, and student information.

13. What security protocols are in place to ensure the safe transmission of information being shared through your products and services?

Educators and families trust TalkingPoints with important and sensitive information. We are a FERPA certified vendor via the education industry privacy and security leader, iKeepSafe. TalkingPoints conducts regular third-party manual and automated penetration testing and technical audits to ensure sound cybersecurity practices. TalkingPoints is in the process of completing a SOC2 certification and expects to achieve a SOC2 Type I certification by June 30, 2022.

Our Commitments:

We will never sell or rent your personal information to anyone. We only sell products to schools and districts for optional features to upgrade from our free product. We do not make revenue through selling data ever.

TalkingPoints will not make revenue through advertising in our applications nor would we ever use your data for any commercial purposes. Advertising does not support our core mission.

Schools, teachers, and families own the content that they send to each other through the TalkingPoints service. TalkingPoints owns any pre-populated content not added by external users. As a TalkingPoints account holder, you have access to view and update the following information:

- Information in your user account
- User preferences
- Messages in your account

This list may change as product features change. You can delete your account at any time.

We use the latest industry best practices to protect you. This includes: providing secure communication with our servers at all times, encrypting journal content at rest, enforcing password policies, and restricting data access.

If anything substantial were to change with our privacy policies, we would let you know. The privacy policy and terms you agreed will still apply unless you accept new terms.

TalkingPoints is fully compliant with FERPA and MFIPPA. Our product is not applicable for COPPA as our product does not require participation from children under 13. We are also exempt from CCPA as a nonprofit.

Your personal data will be stored in our encrypted servers. It will not be shared or sold to external parties outside of TalkingPoints.

Your data is encrypted. TalkingPoints has strict data protection that only grants data access to designated users within the organization.

Any content created, messaged or sent in TalkingPoints application by users (teachers, parents, families, school administrators), is owned by the user. Any content created and sent by TalkingPoints is owned by TalkingPoints.

14. Please provide any studies or proven test cases that demonstrate how well your software achieves the goal of improving school/district functions.

In 2020, TalkingPoints impacted over three million students, families and educators. Our platform facilitated over 100 million conversations between teachers and families. We continue to strive for impact and excellence, with an ambitious goal of impacting 10 million students and families by 2023.

TalkingPoints is delighted to provide the following testimonials which demonstrate the efficacy of our product.

A partnership with KIPP Bayview Elementary resulted in an increase in conference attendance to over 80% due to increased communication. 0% of the district's families describe teaching staff and administrators as inaccessible due to the implementation of TalkingPoints, and 82% of families stated they felt the district was more open to ideas and feedback since they implemented TalkingPoints.

In a recent survey of teachers using TalkingPoints, over 90% of teachers said that their relationships with families improved, and over half of those teachers said that our platform supported an improvement in classroom behavior, attendance, and homework completion.

To read more about the ways engaging families leads to student academic gains and increased attendance, [please view this link.](#)

15. What is the guaranteed uptime for your software solution?

TP is currently running at an uptime of 99.6%

16. What compensation is available to customers in your SLA if uptimes are not met?

Compensation is not stated in our SLA, however we take pride in our excellent customer service, and will address your needs and concerns quickly and completely.

17. Provide the time windows and levels of service for both normal and emergency support provided in your SLA.

TalkingPoints provides live customer services between 7:00AM- 9:00PM EST. Additionally, we also provide customer service support through PagerDuty emergency notification system. Shifts are assigned accordingly to provide 24/7 support. Lastly, on demand resources are also available via talkingpts.org for users who are looking for in time support on various topics of development.

18. Describe any integrations your software can provide with other platforms.

TalkingPoints integrates directly with your SIS to set up district, school, and teacher accounts through Clever, ClassLink/OneRoster, or CSV upload, pulling in all relevant information for students, family contacts, staff members, and class sections. Teacher accounts that are tied to class rosters will be created automatically.

19. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

Customer Service will provide live support from 7:00 AM EST - 9:00 PM EST Monday-Friday (excluding US holidays) via the Intercom support system found on our website, talkingpts.org. They may also be reached at hello@talkingpts.org.

20. Describe your company's implementation process for training customers on your solution.

TalkingPoints pairs each District Partner with a dedicated Partner Success Manager who is committed to working together throughout the school year to ensure administrators and teachers have all of the knowledge and tools needed to use TalkingPoints to effectively engage with their

families. We will work with our client's implementation team to set implementation and training goals and fully understand the district's parameters around training to ensure the goals are met within the provided parameters. We provide in-product priority support for our school and district partners and dedicated training as follows:

- Customized TalkingPoints implementation coaching and training webinars for district Administrators
- Customized TalkingPoints implementation coaching and training webinars for school Administrators
- Customized TalkingPoints implementation coaching and training webinars for teachers
- Pre-translated parent letters and resources for introducing TalkingPoints to families

TalkingPoints offers weekly "Getting Started" webinars during the first couple of months of the school year, open to all TalkingPoints teachers and administrators, including time for live Q&A. Staff can watch TalkingPoints' pre-recorded "Getting Started" webinars at any time during the beginning of the year and beyond.

To provide additional clarity, a sample implementation timeline is below.

Implementation Plan for Family-School Communication Service Tool		
Activity	Details	Timeline
Training	<p>TalkingPoints has a menu of training options to meet specific district goals, within time constraints and other parameters.</p> <p>On-demand Quick Start Pocket PD, which includes:</p> <ul style="list-style-type: none"> • Communications for staff and families • Quick guide on what is TalkingPoints and how to access • Basic staff functions to start using TalkingPoints TODAY without dedicated PD time <p>Live-Recorded Role-Specific Training which included</p> <ul style="list-style-type: none"> • 30 minute dive into basic use with best practices of family engagement throughout • Role-specific and differentiation 	7/11/2022 - 8/16/2022

	<ul style="list-style-type: none">• Supports all users with live training and Q&A chat• Recorded for use later as a refresher or training for new staff <p>Deeper Professional Development can follow after initial use has begun and at a time the district feels comfortable. This is a deeper dive into family engagement best practices, supported by more advanced features of TalkingPoints.</p>													
School Communications	District will have a dedicated Partner Success Manager (PSM) to help guide the creation of a school and family communication plan	7/11/2022 - 8/16/2022												
Communications with Families	<table><thead><tr><th>Audience</th><th>Sample Communications</th></tr></thead><tbody><tr><td>Administrators</td><td><ul style="list-style-type: none">• Email from district admins to school admins</td></tr><tr><td>Teachers and Support Staff</td><td><ul style="list-style-type: none">• Email from school admins to teachers• What's new• Posters for staff</td></tr><tr><td>Families</td><td><ul style="list-style-type: none">• Welcome Letters• Posters for families• first TalkingPoints message</td></tr><tr><td>Social Media</td><td><ul style="list-style-type: none">• Templates to Post</td></tr><tr><td>Webpage</td><td><ul style="list-style-type: none">• Webpage Template• Examples 1 and Example 2</td></tr></tbody></table>	Audience	Sample Communications	Administrators	<ul style="list-style-type: none">• Email from district admins to school admins	Teachers and Support Staff	<ul style="list-style-type: none">• Email from school admins to teachers• What's new• Posters for staff	Families	<ul style="list-style-type: none">• Welcome Letters• Posters for families• first TalkingPoints message	Social Media	<ul style="list-style-type: none">• Templates to Post	Webpage	<ul style="list-style-type: none">• Webpage Template• Examples 1 and Example 2	8/15 - 8/26/2022
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Social Media	<ul style="list-style-type: none">• Templates to Post													
Webpage	<ul style="list-style-type: none">• Webpage Template• Examples 1 and Example 2													
Open Houses	TalkingPoints can provide customized information (including slide decks) for Family Open Houses.	8/15- 8/26/2022												

21. Describe how your company provides ongoing support and training to customers for your solution.

TalkingPoints offers support for the adoption of family engagement best practices. TalkingPoints' model is based on decades of family engagement research. We draw heavily on research-driven practices to develop our product and support the community of educators and families who use it. We collaborate with education researchers in academic institutions such as the University of Chicago and our district partners to study and advance family engagement best practices within the education field.

Through in-app coaching, scaffolding, and professional development resources, we work to build the capacity and knowledge for both families and educators to feel empowered to develop strong partnerships. We offer a library of communication and family engagement resources, including approximately 400 articles offering research-driven tips and best practices shown to drive meaningful family engagement practices and two-way communication.

In addition, we offer frequently asked questions, helpful how-tos, video walkthroughs, webinars, translated resources to share with families, and more; periodic blog posts with expert advice and ideas; and monthly updates on new product features. We also provide a dedicated multilingual customer success team that responds to requests for help from users via email, social media, and in-product help prompts.

22. Provide contact info and resumes for the persons who will be responsible for the following areas:

Executive Contact	
Contact Name & Title	Andrew Unrein, Director of Sales
Address	2021 Fillmore Street, #2124 San Francisco, CA 94115.
Phone & Email	(816) 269.0670; andrew@talkingpts.org

Account Manager & Sales Lead	
Contact Name & Title	Ivan Solomon, Account Executive

Address	2021 Fillmore Street, #2124 San Francisco, CA 94115.
Phone & Email	(704) 751-2325; ivan@talkingpts.org

Contract Management Billing/Reporting/Accounts Payable	
Contact Name & Title	Emily Wilkinson, Senior Manager of Finance & Administration
Address	2021 Fillmore Street, #2124 San Francisco, CA 94115.
Phone & Email	(619) 452- 0341; emily@talkingpts.org

Marketing	
Contact Name & Title	Jamie Paulsen, Senior Manager, B2B Marketing
Address	2021 Fillmore Street, #2124 San Francisco, CA 94115.
Phone & Email	(615) 975-4991; jamie@talkingpts.org



Andrew Unrein

LEADER - BUSINESS DEVELOPER - INNOVATOR - CONSULTANT - ADVOCATE

CONTACT

1400 NE Jaclyn DR
Grain Valley, MO 64029

816.269.0670

andrewunrein0706@gmail.com

EDUCATION

Bachelor of Science
Secondary Education - Social Studies
Kansas State University - 2002

Master of Arts
General Education
Baker University - 2006

Professional Licensure
School Administration
Baker University - 2009

PROFESSIONAL LEARNING

Professional Teaching Academy
Blue Valley Public Schools - 2009

Professional Leadership Academy
Blue Valley Public Schools - 2011

MoLEAD - Certification
National Institute of School Leadership - 2014

PROFESSIONAL PROFILE

Accomplished sales and educational professional with over 19 years of experience in the combined space of education and education sales. Skilled in developing and leading a highly successful team at all levels while consistently achieving and outpacing all goals and performance measurables. Ability to diagnose both immediate and long-term needs, organize and mobilize steps needed, collaborate and innovate with all stakeholders, and create a solution that is mutually beneficial to all parties. Uniquely skilled in implementing a shared mission and vision through seamless rapport and interaction by leading with an attitude of service.

EXPERIENCE

Sales Director - TalkingPoints

2021-Present *Foundational sales leader charged with building roles, defining systems, and instituting best practices for the first outbound sales team in the organizations history leading to exponential growth*

- Identified buyer personas and determined pain points and emotional hooks for all roles
- Tracked key metrics, created relevant reports and dashboards to drive decision making in order to identify business health, identify blockers in the sales process, and provide timely solutions
- Developed sales strategy to highlight mission specific focus of TalkingPoints to generate cumulative pipeline of over \$14M
- Analyzed market trends; researched competitor and partner platforms to best position TalkingPoints for success
- Enacted systemic changes in the organizational use of Salesforce as a tool to support and facilitate the growth of both the sales and partner success teams
- Grew sales by 183% YoY - using pre-pandemic metrics

2020-2021 MyDestiny National Sales - Follett

After three successful years of territory growth, handpicked as part of an elite team to launch new digital product offering.

- Collaborated with development team on product enhancements and focus
- Developed sales strategy to highlight dual focus of content and functionality
- Analyzed market trends; researched competitor and partner platforms to best position MyDestiny for success
- Partnered with leadership in creating a GTM strategy to maximize initial value and target summer reading and pilot programs

2018-2021 Content Consultant MO/KS - Follett

Promoted to Follett Brand Ambassador responsible for spreading awareness of classroom, library, and software solutions across the K - 12 portfolios of products and services.

- Secured district level meetings with stakeholders in curriculum development, instructional technology, and library services to secure and develop business
- Achieved an 87% success rate with new school openings securing technology, classroom, and library sales
- Hunted, secured, and managed 12 separate projects valued at \$100K+
- Grew territory revenue by nearly 40% during first two fiscal years
- Annually maintained a targeted quota of over \$4million by maintaining and growing relationships with district partners

2016-2018 Purchasing/Textbook Consultant -Follett - MO/KS

Sales and purchasing executive tasked with securing used textbook opportunities for both purchase and resale.

- Scaffolded business from site to district level to secure buying opportunities for used inventory
- Leveraged district and building level contacts to secure numerous textbook/classroom sales valued at \$50K+
- Hunted for unique buying opportunities outside of traditional settings



Andrew Unrein

LEADER - BUSINESS DEVELOPER - INNOVATOR - CONSULTANT - ADVOCATE

EXPERIENCE (Continued)

EXPERTISE

Business Development
Project Management
Leadership/Mentorship
Relationship Building
Customer Interaction
Goal Setting and Forecasting

SKILLS

TECHNICAL

Microsoft Office Suite
Google Suite
Windows & iOS platforms
Salesforce
Zoom

PERSONAL

Organization
Analytical
Creative
Leadership
Critical thinking
Dedicated

INTERESTS

Raising Amazing Kids
Coaching Youth Sports
Traveling
Grilling/Cooking
Refinishing Furniture

2013-2016 Assistant Principal - Truman High School - MO

Part of a dynamic leadership team focused on carrying out the mission and vision of the Independence School District

- Coordinated and implemented all district and state-wide mandated testing
- Created and cultivated a culture committee to boost moral and teacher rapport
- Designed and conducted staff PD related to curriculum, intervention, student relationships, and professional responsibility
- Evaluated, Managed, and Mentored 15 classroom teachers through NEE program
- Conducted hiring interviews for teachers and classified staff on an annual basis

2003-2013 Social Studies Teacher - Blue Valley High School - KS

Community, school, and student advocate promoting a common vision through classroom instruction and athletics

- Created and implemented first year curriculum for 9th grade Civics, African Studies, and Middle Eastern studies courses
- Represented Blue Valley High School on the Blue Valley School District's Coaches' Council
- Collaborated with all stakeholders as part of the Site Based Leadership team from 2010-2013
- Conducted successful AP audits of my own, and other staff member courses
- Created a systematic approach for community outreach for all BVHS athletics and activities

Ivan Kimball Solomon, Jr.

Isolo627@gmail.com | 910.262.6221

EXPERIENCE

-
- TalkingPoints**, *Account Executive*, San Francisco, CA Aug 2020 – Present
- Advise districts of up to 60,000 students on how to improve student performance through positive family engagement
 - Liaise between the Partner Success, Sales, and Product teams to share partner-produced feature requests
 - Consult school and district leaders on how to implement TalkingPoints to achieve a 90%+ staff usage rate
 - Support over 50 schools and districts serving over 75,000 students in achieving their family engagement goals
- École Normale Supérieure**, *Fulbright English Teaching Assistant*, Rabat, Morocco Aug 2019 – Aug 2020
- Taught public speaking and spoken English to 60 first- and second-year college students
 - Created in-person and virtual lesson plans to discuss topics of globalism, tourism, and criminal justice
 - Founded a reading club in order to engage students with world literature and debate
 - Organized an international Fulbright symposium to expose ENS students to post-grad opportunities
- Cornell Law School**, *Research Assistant (Remote)*, Claremont, CA Aug 2018 – May 2019
- Conducted comparative analysis examining the operations of Islamic courts in colonial Egypt and contemporary Italy
 - Summarized religious, legal, and academic literature translated from Arabic to English
 - Presented research findings to reviewers for future use in academic journals
 - Leveraged my academic and religious networks to gain access to historic documents relevant to the research topic
- Young Men's Circle Mentor Program**, *Director*, Claremont, CA Dec 2015 – May 2019
- Recruited and directed a team of 10 mentors who provide academic and social mentorship for 40+ male students
 - Collaborated with school administrators to streamline recruitment and align lessons with district educational goals
 - Fundraise for and award annual scholarships totaling \$2,000, managed the annual transportation budget
 - Restructured the program curriculum to better empower students socially and prepare them for professional settings

EDUCATION

-
- Pomona College**, Claremont, CA May 2019
- Dual Bachelor of Arts in International Relations and Middle Eastern Studies GPA: 3.8/4.0
- Georgetown University U.S.-China Student Fellow (2018-2019)
 - U.S. Congress-Republic of Korea National Assembly Exchange Program (Jul 2018)
 - Summer School on Transitional Justice and the Politics of Memory in Cres, Croatia (Jul 2018)
 - National Security Education Program Boren Scholar in Rabat, Morocco (Aug. 2017 – May 2018)

AWARDS

-
- The Pomona College Bernard Charnwut Chan '88 Award** May 2019
- Dr. Agnes Moreland Jackson Award for Outstanding Senior in Leadership** May 2019
- Department of State Internship at the U.S. Embassy in Riyadh, Saudi Arabia (Canceled)** Jul 2017
- Pomona College Scholar** Aug 2016 – May 2019
- National Questbridge Scholar** Aug 2015 – May 2019

ACTIVITIES

-
- Reading Club Director**, École Normale Supérieure, Rabat, Morocco Aug 2019 – Present
- Executive Board Member**, Building Leaders on Campus, Claremont, CA Jan 2016 – May 2019
- Teaching Assistant**, Department of Economics, Claremont, CA Aug 2018 – Dec 2018
- Peer Mentor**, Office of Black Student Affairs, Claremont, CA Aug 2016 – May 2017

KEY SKILLS

Linguistic: Arabic (ACTFL: Advanced Mid); Spanish (Self-assessed: conversational)

Technological: Microsoft Suite (intermediate); Google Suite (advanced); Notion (intermediate); Intercom (intermediate);

EMILY J. WILKINSON, MBA

emilyjanewilkinson@gmail.com

+1 (540) 520-9422 | Washington, DC 20001

PROFESSIONAL PROFILE

Influential leader who can harness cross-functional strengths and synergize team efforts while boosting performance, productivity, and morale. Persuasive interpersonal communicator with an outgoing personality who can utilize humor and candor while closely collaborating with diverse clients, coworkers, and senior leaders. Versatile multitasker with detail-oriented organization skills who can balance concurrent projects and operations while adapting to competing priorities in fast-paced environments.

CAREER SUMMARY

2021 - present SENIOR MANAGER OF FINANCE & ADMINISTRATION

TalkingPoints, San Francisco, CA

- Lead the finance, accounting, compliance, and administration team in support of TalkingPoints' internal operations and external impact.
- Oversee all budgeting, financial reporting, AP, AR, and financial KPI management.
- Direct the organization's legal and compliance function to ensure effective non-profit management.

2017 - 2021 MANAGER OF FINANCE & ADMINISTRATION

O'Neill Institute for National & Global Health Law, Washington, DC / Georgetown Law

- Transformed and scaled systems to effectively track and manage finances and Institute operations through a phase of significant growth; more than doubled revenue and staff size over two years.
- Directed financial strategy which lead the organization to the first year of financial solvency in the organization's 12-year history.
- Managed complex interactions across Institute Initiatives, Georgetown Law departments, Georgetown University campuses, and with countless external partners in 28+ countries to advance Institute's mission.
- Orchestrated grant proposal development and submission across all levels of the company; designed programmatic budgets, negotiated with funders upon award.
- Directed a staff of four to orchestrate full range of Institute operations including human resources, grant management, finance, accounting, and reporting, event planning and management, and communications and marketing functions.
- Developed external communications strategy which tripled web traffic over two years by implementing a CRM, designing new email marketing material, implementing clear processes and standards for distributing external content, and leading the migration of the Institute website to an updated CMS.

2015 - 2017 BUSINESS DEVELOPMENT DIRECTOR

PolitiFact, Washington, DC / A project of the Tampa Bay Times, St. Petersburg, FL.

- Grew audience, revenue, and profitability for PolitiFact and related digital products via advertising sales, content syndication, and the establishment of new partnerships.
- Established program's annual budget, consistently tracked and forecasted detailed financials, communicated top-level KPIs.
- Led marketing, audience engagement, and social media efforts to significantly increase brand recognition and loyalty.
- Developed and launched the brand's first membership program and CRM to expand and diversify revenue streams; exceeded program's annual revenue goals within 60 days of launch.

2015 [contract] GLOBAL HEALTH POLICY FELLOW

Center for Global Health and Diplomacy, Washington, D.C.

- Represented the organization at high-level policy events and forums, including the United Nations General

Assembly and World Health Assembly.

- Served as a contributing editor for the Center's flagship publication: GHD News, provided leadership in the creation of evidenced-based articles on issues of concern within the global health sector.
- Designed and implemented the organization's CRM platform to facilitate effective outreach.

2012 - 2015 MARKETING AND SALES DIRECTOR

Blacksburg Country Club, Blacksburg, VA

- Introduced innovative marketing strategies focused on digital and social media integration while managing membership and banquet sales for a member-owned club with multiple facilities and 600+ members.
- Increased annual revenue by 5% through proactive marketing methods and partnership building efforts along with strategic financial management.
- Improved member retention by analyzing programs and services to identify and implement improvements that created growth and reversed four years of membership income decline.

EDUCATION

MBA | Masters of Business Administration, Virginia Tech (2015)

B.S. | Bachelor of Science in Psychology, Virginia Tech (2012)

Certificate, Global Research Management, National Council of University Research Administrators (2019)

COMMUNITY LEADERSHIP EXPERIENCE

2017 – present YOUNG PROFESSIONALS COUNCIL/ VICE CHAIR

Special Olympics District of Columbia

- Lead and organize 30 young professional volunteers for outreach and fundraising.
- Raise awareness, recruit volunteers, and plan and implement various social and fundraising events to support the Special Olympics DC movement.

2013 – 2015 BOARD OF DIRECTORS/ SECRETARY

Intellectual Disabilities Agency of the New River Valley

- Provided operational and financial leadership, including implementation of new fundraising initiatives and grant writing in order to fund operations and expand programming
- Represented the agency at public events and policy forums related to the delivery of services for individuals with intellectual and developmental disabilities

IT PROFICIENCY

- Skilled at learning and adopting new software and digital tools, including training organizations and scaling systems.
- Proficient in several project management, analytic, email marketing, customer relationship, and content management tools (Workday, Salesforce, Google Analytics, Slack, Airtable, Trello, Asana, Google Suite, Google Ads, MailChimp, Constant Contact, Hootsuite, WordPress, Squarespace, Classy, Facebook Ads, Stripe)

Jamie Paulsen

Tech Marketing, B2B Professional

Experience

TalkingPoints

Remote- *Senior Manager, B2B Marketing*

MARCH 2022- CURRENT

- Develop and facilitate the execution of thought leadership webinars for education leader prospect audiences
- Develop strategy and execute promotional plan to drive registrations and post-event lead conversions
- Manage execution, optimization, and analysis of paid media campaigns
- Develop and maintain landscape of trade marketing opportunity areas, including conferences and paid media opportunities
- Support sales enablement through partner-facing marketing materials, including testimonials, blog posts, case studies, and other collateral.
- Identify and help drive meaningful content to support partner marketing goals, such as newsletters, articles, resources, videos, and other materials to add value to current and potential partners in the K-12 space.
- Monitor competitor positioning, messaging, and marketing/promotional activities.

Discovery Education,

Remote — *Product Marketing Manager*

MARCH 2021 - MARCH 2022

- Leading strategic development of integrated go-to-market plans that consider new market opportunities, buyer personas, product positioning, and competitive influences.
- Influence the product roadmap with customer feedback, sales positioning and marketing research to bring best-in-class products to market.
- Develop compelling solution positioning that aligns with buyer personas and highlights value propositions that are competitively differentiated.
- Ensure communication alignment across functional areas including marketing, sales, public relations, operations, product, and sales enablement to maximize effectiveness.
- Develop valuable sales collateral and tools to support our buyer experience and maximize win rates.

Community Action Partnership of Northern Alabama,

Decatur, AL — *Director, Children's Services*

JUNE 2020- MARCH 2021

- Responsible for the overall operation of the Head Start Center for children and staff in a manner that contributes to the growth and development of children and the professional growth and

development of staff.

- Supervise and evaluate all personnel, paid and volunteer, assigned to center.
- Operate the center program in conformity with governmental and agency standards.

GoNoodle, Nashville, TN— *Director of Engagement and Product Marketing* APRIL

2018-MAY 2020

- Manage all engagement marketing multiple audiences, including email, digital, and omni marketing channels.
- Responsible for deploying strategies based on existing data and trends for users in order to retain, acquire, and engage user base of over 3 million users globally.
- Experimenting with retention strategies in new user bases.
- Writing and managing G2M roadmaps, liaising with product, support, and sales teams.
- Performing user testing before, during and after product development.
- Translating tech and new features into messaging and positioning that resonates.

GoNoodle, Nashville, TN— *Director of Community Partnerships*

SEPTEMBER 2014 - APRIL 2018

- Use data daily in order to fulfill requests for media and public relations positive to our partner companies.
- Build a network of healthcare and other large health-conscious organizations to promote company visibility.
- Launched an innovative Ambassador program that manages over 200 dedicated users nationwide for event fulfillment.
- Developed, implemented, and oversee team budget annually for maximum ROI.
- Managed marketing, community relations, and PR for 7 large key accounts, totaling \$3.8 million dollars in annual contract value.

Wilson County Schools, Mt. Juliet, TN — *Teacher & Technology Coach*

JULY 2009 – SEPTEMBER 2014

- Collaborate with teachers to maximize data usage and student potential
- Develop excitement in students and facilitate self-investigation and exploration as well as a desire to learning.
- Search data for progress, current needs, and patterns to help guide future lessons and student objectives.

Metro Action Commission, Nashville, TN — *Early Childhood Education Specialist*

DECEMBER 2008 – JUNE 2009

EDUCATION

Tennessee State University, Nashville, TN — *B.S, Finance and Economics*

January 2015

Middle Tennessee State University, Murfreesboro, TN —

B.S, Early Childhood Education

December 2008

SKILLS

Microsoft Office

Looker

Trello

Pendo

Excel

Omni-Marketing channels (Mailchimp, Selligent, Salesforce, Iterable, Customer.io, HubSpot, etc.)

Budget

Community Relations

UX

Messaging

PR

Sales Leadership

Vendor Relations

Event Marketing

Client Account Management

HOBBIES AND INTERESTS

Running

3 full marathons, 5 half marathons

Non-Profits

Focusing on financial and social equity

23. Provide a minimum of three (3) K-12 education customer references for product and/or services of similar scope dating within the past 3 years. Higher Education references are also acceptable.

Elk Grove Unified School District	
Contact Name & Title	Lisa Levasseur, Executive Director of School Support
City and State	Sacramento, CA
Phone	(916) 793- 2667
Years in Contract	2020-present
Services Provided	Implementation of our two-way communication platform to support family engagement.
Annual Volume	63,000 students/year

Tulsa Public Schools	
Contact Name & Title	Maricarmen Mitchell, Bilingual, Immigrant and Refugee Services Manager
City and State	Tulsa, OK
Phone	(918) 240- 7468
Years in Contract	2020-present
Services Provided	Implementation of our two-way communication platform to support family engagement.
Annual Volume	33, 000 students/year

Manor Independent School District	
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Contact Name & Title	Candice Cooper, Chief Communications Officer
City and State	Manor, TX
Phone	(512) 278- 4000
Years in Contract	2021- present
Services Provided	Implementation of our two-way communication platform to support family engagement.
Annual Volume	9,000 students/year

24. List all cooperative and government group purchasing orgs of which your company is currently a member.

TalkingPoints is currently a member of TIPS.

25. Describe your company's implementation and success with existing coop purchasing programs. Provide the coop name, contact person and information as references.

TalkingPoints is an approved vendor for many Texas districts which are members of CTPA. Upon request, we are happy to provide you with a list.

26. Involved in any litigation?

No

27. Felony Conviction notice
N/A

28. Please provide log-in information for a sample account for the evaluation team to use to evaluate the ease of use of your proposed solution and/or a video submitted as a separate file in the Bonfire portal. Mp4 files are preferred for video submissions and should contain a simple demonstration of how customers would use your solution. Video submission may not be longer than 10 minutes long.

TalkingPoints is pleased to provide the following login information for demo accounts.

Login Link: <https://app.talkingpts.org/login>

Username: [prefix_57_adam.driggers@schools.org](#)

Password: students10

A short video tutorial of our platform and features [can be viewed here.](#)

Appendix B: Pricing

Appendix C: Vendor Contract and Signature

Appendix D: Additional Required Documents

Product Number	Product Description	Product Category	UOM	List Price	EdTech Discount	Final Price
	TalkingPoints Software Licensure (1-5000 Students)	Annual Subscription	Per Student	\$5.50	27%	4.00
	TalkingPoints Software Licensure (5,000-10,000 Students)	Annual Subscription	Per Student	\$5.00	28%	3.60
	TalkingPoints Software Licensure (10,001-20,000 Students)	Annual Subscription	Per Student	\$4.50	31%	3.10
	TalkingPoints Software Licensure (20,001-50,000 Students)	Annual Subscription	Per Student	\$3.50	29%	2.50
	TalkingPoints Software Licensure (50,001-100,00 Students)	Annual Subscription	Per Student	\$3.00	33%	2.00

Appendix C: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____
TalkingPoints ("Vendor") and Region 10 Education Service Center ("Region
10 ESC") for the purchase of Administration Software ("the products and services").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at 400 E. Spring Valley Rd., Richardson, TX 75081.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with EdTech Exchange Coop.

1. ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1. Awarded vendor shall perform all duties, responsibilities and obligations as set forth in this agreement, and required under the Vendor Contract.
- 1.2. Region 10 ESC shall perform its duties, responsibilities and obligations as set forth in this agreement, and required under the Vendor Contract.
- 1.3. Purchasing Procedure:
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per EdTech Exchange Coop Contract # XXXXXXXX."
 - Vendor delivers goods/services directly to the participating agency.
 - Awarded vendor invoices the participating agency directly.
 - Awarded vendor receives payment directly from the participating agency.
 - Awarded vendor reports sales quarterly to EdTech Exchange Coop.
- 1.4. Customer Support: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1. The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2. Renewal will take place automatically each year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. Compliance: Master Interlocal Agreements between Region 10 ESC and its Members have been established under state procurement law.
- 3.3. Offeror's Promise: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4- FORMATION OF CONTRACT

- 4.1. Offeror Contract Documents: Region 10 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2. Form of Contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), this Partnership Agreement, and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. Entire Agreement (Parol evidence): The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. Assignment of Contract: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. Novation: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under

this contract. Region 10 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

- 4.6. Contract Alterations: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 10 ESC staff member.
- 4.7. Order of Precedence: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:
 - Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. Supplemental Agreements: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. Adding authorized distributors/dealers: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from Region 10 ESC. Awarded vendors must notify Region 10 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by Region 10 ESC.

5. ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. Cancellation for Non-Performance or Contractor Deficiency: Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - Providing material that does not meet the specifications of the contract;
 - Providing work and/or material that was not awarded under the contract;
 - Failing to adequately perform the services set forth in the scope of work and specifications;
 - Failing to complete required work or furnish required materials within a reasonable amount of time;
 - Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 10 ESC or participating member prior to such work
- 5.2. Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may

result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.3. Delivery/Service Failures: Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4. Force Majeure: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 5.5. Standard Cancellation: Region 10 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

6. ARTICLE 6- LICENSES

- 6.1. Duty to keep current license: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2. Survival Clause: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiler shall survive expiration or termination of the Contract.

7. ARTICLE 7- DELIVERY PROVISIONS

- 7.1. Delivery: Vendor shall deliver said materials and/or services purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be delivered within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2. Inspection & Acceptance: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay any costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

8. ARTICLE 8- BILLING AND REPORTING

- 8.1. Payments: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2. Invoices: The awarded vendor shall submit invoices to the participating entity clearly stating "Per EdTech Exchange Coop Contract # ETXXXXXXX". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3. Tax Exempt Status: Knowing and complying with the tax laws in each state is the sole responsibility of the vendor.
- 8.4. Reporting: The awarded vendor shall provide Region 10 ESC with an electronic accounting report, in a format prescribed by Region 10 ESC in Attachment A, on a quarterly basis summarizing all contract Sales for the applicable three month period. Reports of Contract Sales for Region 10 ESC and member agencies in each quarter shall be provided by awarded vendor to Region 10 ESC by the 10th business day of the following the close of the quarter. If there are no sales to report, Vendor is still required to communicate that information via email. Failure to provide a quarterly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the contract at Region 10 ESC's sole discretion.

9. ARTICLE 9- PRICING

- 9.1. Best price guarantee: The awarded vendor agrees to provide pricing to Region 10 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through Region 10 ESC following a reduction in the manufacturer or publisher's direct cost.
- 9.2. Price increase: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested. It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the

original contract.

- 9.3. Additional Charges: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4. Price reduction and adjustment: Price reduction may be offered at any time during the contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5. Administrative Fees: All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Region 10 ESC by the awarded vendor. The awarded vendor agrees to pay a 1% administrative fee quarterly to Region 10 ESC of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 10 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales"). Region 10 ESC will invoice vendor after verifying quarterly reports. Administrative fee payments are to be paid by the awarded vendor to Region 10 ESC within thirty (30) days of receipt of invoice.

Additional administrative fees may be negotiated if awarded vendor and Region 10 ESC mutually agree to additional partnership elements. Any additional partnership elements and additional fees will be outlined in a contract amendment mutually agreed and signed by both parties.

- 9.6. The awarded vendor will receive early access to register for EdTech Exchange events and will receive EdTech Exchange signs for their conference booths as well as an EdTech Exchange partnership logo for use online.
- 9.7. The awarded vendor will also receive a 10% discount on registration for EdTech Exchange-related events. When revenue shared with Region 10 exceeds \$5,000, vendor will be able to reserve rooms in the Region 10 Spring Valley or Abrams Conference Center twice a year for vendor events to educate/train/demonstrate the awarded vendor's product, subject to availability. Region 10 ESC will also offer a 50% discount on registration and booking fees at this contract volume for EdTech Exchange-related events.

10. ARTICLE 10- PRICING AUDIT

- 10.1. Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any entity that utilizes this Agreement. Region 10 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Region 10 ESC.

11. ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1. Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2. Discontinued products: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3. New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4. Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5. Product line: Offerors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6. Warranty conditions: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

12. ARTICLE 12- MISCELLANEOUS

- 12.1. Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."
- 12.2. Disclosures: Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Region 10 ESC.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at

independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 12.3. Indemnity: The awarded vendor shall protect, indemnify, and hold harmless Region 10 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving Region 10 ESC, its administrators and employees and agents will be in Dallas County, Texas. Any litigation involving Region 10 ESC members shall be in the jurisdiction of the participating agency.
- 12.4. Franchise Tax: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 12.5. Marketing: Awarded vendor agrees to allow Region 10 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 10 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 10 ESC.
- 12.6. Certificates of Insurance: Certificates of insurance shall be delivered to the Region 10 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 12.7. Legal Obligations: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 12.8. Boycott Certification: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 12.9. Open Records Policy: Because Region 10 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 10 ESC must comply with the opinions of the OAG.

Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

- 12.10. All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.


VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Prices are guaranteed: **120 days**

Company name	TalkingPoints
Address	2021 Fillmore Street, #2124
City/State/Zip	San Francisco, CA 94115
Telephone No.	586-337-9337
Fax No.	N/A
Email address	rfp@talkingpts.org
Printed name	Andrew Unrein
Position with company	Director of Sales
Authorized signature	

Term of contract January 1, 2023 **to** December 31, 2023

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

	<u>1/18/23</u>
Region 10 ESC Authorized Agent	Date

Jim Newhouse
Print Name

EdTech Exchange Contract Number ET221907

Appendix D: ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #11 General Terms & Conditions and Acceptance Form

DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: TalkingPoints

Title of Authorized Representative: Director of Sales

Mailing Address: 2021 Fillmore Street, #2124, San Francisco, CA 94115

Signature: Andrew Unrein

DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: TalkingPoints

Title of Authorized Representative: Director of Sales

Mailing Address: 2021 Fillmore Street, #2124, San Francisco, CA 94115

Signature: Andrew Unrein

DOC #3 LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

11/15/2022

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

11/15/2022

Date

DOC #5 ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR TalkingPoints

ADDRESS _____

2021 Fillmore Street, #2124

San Francisco, CA 94115

PHONE 586-337-9337

FAX N/A

RESPONDANT

Andrew Unrein

Signature

Andrew Unrein

Printed Name

Director of Sales

Position with Company

AUTHORIZING OFFICIAL

Andrew Unrein

Signature

Andrew Unrein

Printed Name

Director of Sales

Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TalkingPoints
San Francisco, CA United States

Certificate Number:
2022-955785

Date Filed:
11/15/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

ESC Region 10

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2022-19
Two-way communication and family engagement platform.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Andrew Unrein, and my date of birth is 7/6/1980.

My address is 1400 NE Jaclyn Dr., Grain Valley, MO, 64029, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jackson County, State of MO, on the 15th day of Nov, 2022.
(month) (year)

Andrew Unrein

Signature of authorized agent of contracting business entity
(Declarant)

DOC #7 BOYCOTT CERTIFICATION

Respondent certifies that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Respondent certifies that respondent does not boycott energy companies, and it will not boycott energy companies during the term of any subsequent contract. Pursuant to Texas Government Code Chapter 2274, as enacted in Senate Bill 13 of the 87th Texas Legislature, if respondent is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with the ESC is \$100,000 or more, the respondent must represent and warrant to the ESC that the respondent does not boycott energy companies and will not boycott energy companies during the term of any subsequent contract.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 NONDISCRIMINATION AGAINST FIREARM INDUSTRY CERTIFICATION

Respondent certifies that respondent does not discriminate against firearm entities or firearm trade associations, and it will not discriminate against firearm entities or firearm trade associations during the term any subsequent contract. Pursuant to Texas Government Code Chapter 2274, as enacted in Senate Bill 19 of the 87th Texas Legislature, if respondent is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with the ESC is \$100,000 or more, the respondent must represent and warrant to the ESC that the vendor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any subsequent contract.

DOC #10 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "resident Bidder"
- ☒ I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.) California

TalkingPoints	2021 Fillmore Street, #2124	
Company Name	Address	
San Francisco	CA	94115
City	State	Zip

DOC #11 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? ACU

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? ACU

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? ACU

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is 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, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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.

Does vendor agree? ACU

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? ACU

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 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 agrees to comply with the above requirements when applicable.

Does vendor agree? ACU

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? ACU

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? ACU

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? ACU
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? ACU
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? ACU
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? ACU
(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? ACU

(Initials of Authorized Representative)

14. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? ACU

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

TalkingPoints

Company Name Andrew Unrein

Signature of Authorized Company Official

Andrew Unrein

Printed Name

Director of Sales

Title

11/15/2022

Date

DOC #12 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained and listed below. **Redlining the terms and conditions in the document above is unacceptable and may result in your proposal being removed from consideration.** Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)