

EdTech Exchange Contract Information Sheet

Contract Information

Awarded Vendor:	ALL In Learning Inc.
Contract Number:	ET231102
Effective Date:	July 1, 2023
Initial Term Expiration Date:	June 30, 2024
Renewable Through:	June 30, 2028

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 2023-11
RFP Title:	Analytics and Assessment Software
Dates Advertised:	April 13 & 20, 2023
# of Vendors that Requested RFP:	72
Questions Due:	May 3, 2023
Public Bid Opening Date and Time:	May 11, 2023, 2:00 pm CT #
of Responses Submitted:	13
Number of Awarded Vendors:	6
Date of Board Approval:	June 14, 2022

Evaluation Criteria, as Set Forth in the RFP

Pricing (30 Points)
Alignment with Region 10 Mission (25 Points)
Customer Training and Support (25 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 and other EdTech members.

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.

ALL In Learning Region 10 RFP

1. ALL In Learning Inc.
2. Darren Ward
Chief Sales and Marketing Officer
940-367-4119
darren@allinlearning.com
3. ALL In Learning
1204 Bent Oaks Court Suite 100
Denton, TX 76210
4. ALL In Learning is a Cloud-based Software as a Service (SaaS) that launched in 2009. Initially, the company focused on developing a platform for scanning and grading paper-based assessments. With the emergence of 1:1 student devices, ALL In Learning expanded its offerings to include online assessments, real-time student response systems, and data analytics tools.
With ALL In Learning teachers have graded over 1.4 billion questions, saving millions of hours on grading and data entry. More importantly, ALL In Learning has been instrumental in school turnaround success stories. Whether schools are trying to improve immediately or going from good to great, they need tools that deliver student engagement, teacher-friendly data for immediate intervention, and the ability to progress monitor state accountability data without sacrificing nights and weekends. Teachers and administrators love the versatility of the data collection and the ease of access to mission-critical data.
In Region 10, ALL In Learning has supported schools in McKinney, Plano, Frisco, Garland, Mesquite, Dallas, Irving, Richardson, Allen, Wylie, Cedar Hill, DeSoto, Duncanville, International Leadership of Texas, Uplift, Cityscape, and Faith, Family Academy.
2020 - \$2.3M
2021 - \$2.3M
2022 - \$3.7M
5. No.
6. None.
7. Yes.
8. Yes.

9. Net 30.

10. ALL In Learning excels at providing data to teachers, admins, district-level personnel, students, and parents. Teachers can quickly and effectively identify class and student strengths, class and student areas for improvement, and ongoing student performance. Teachers can utilize the various reports to identify groups of students who are struggling in the moment and track student progress over time.

ALL In Learning provides the following:

- Full-featured online testing capabilities
- Easy to create and distribute assessment platform
- 70,000+ items as part of a formative item bank, exit tickets, module-mapped standards-aligned assessments
- Technology Enhanced Items
- Accountability Reporting - Domains 1, 2, and 3
- District and Campus mapping and tracking
- Equity, Engagement, and feedback from and too ALL students
- Real-time reports on daily curriculum performance
- PLC collaboration sharing and reporting
- Pre-authored standards-aligned games and activities as well as flexible, no-prep engagement options
- Live or remote synchronous and asynchronous engagement
- Clicker sets for less-distracting immediate feedback options
- Private data features for teacher monitoring and notation of live sessions
- Various reports that include immediate feedback for each question, standards and item analysis, student performance, student demographic group analysis, PLC reporting, state accountability, teacher, campus, and district performance
- Eureka Math mid and post-module assessments as well as multiple choice and technology enhanced exit tickets
- Customization capabilities for assessments

11. ALL In Learning threads the needle of daily, formative assessment progress monitoring and district accountability progress monitoring. Districts need data in the classroom and at the district level to achieve improvement and growth. This data can't come at the expense of teachers' nights and weekends. Likewise, the reporting on campus and district accountability can't come at the expense of campus and district leaders' nights and weekends.

Assessments administered in ALL In Learning can be added to STAAR Accountability Predictions for the campus/district. Additionally, ALL In Learning can import data from other district assessment systems and universal screeners to create STAAR Accountability Predictions from assessments in other systems.

ALL In's ability to import data from other district systems and synthesize it into full Accountability reports is completely unique to ALL In Learning in this category.

12. See attached case study on STAAR Results which is a multi-year meta analysis of comparable schools and their respective growth on STAAR.
13. LMS Integration - Assessments from ALL In can be posted to Google Classroom, Canvas, and Schoology for teachers to activate and assess in ALL In. Teachers can post links to assessments for students in the LMS.
Gradebook Integration - ALL In is compatible with gradebooks allowing teachers to import grades from ALL In to their respective gradebook without having to hand enter the data.
SIS and rostering integration - ALL In integrates directly with: Clever, ClassLink, PowerSchool, Skyward, and FOCUS for rostering and SSO.
District Assessment Data Integration - ALL In can import scores from Aware, DMAC, Edugence, School City, and Performance Matters
14. ALL In Learning has signed the Student Privacy Pledge, enforces FERPA in its Terms of Service, and adheres to COPPA. Three industry-leading security monitoring firms test ALL In Learning continually. Our Panoray Cyber Posture Rating, BitSight Security Rating, and Intruder.IO Cyber Hygiene Score are in each firm's highest, most secure rating category.

From the Student Privacy Pledge:

- We will not collect, maintain, use or share Student PII beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.
- We will not sell student PII.
- We will not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.

Security: Access is granted only to pre-existing accounts pulled in via SMS, or through user signs up using a secure key. Passwords are encrypted in transit and stored encrypted using blowfish encryption. Data is only accessible on a private network using the highest security policies and procedures adhering to multiple different security certifications.

15. ALL In Learning has three levels of support from Tier 1 (the basics - logins, account maintenance), Tier 2 (more training related "How do i do this?") to Tier 3 (senior level involvement to identify, diagnose, and completely resolve an issue).
 - Support site is up 24/7 as is ticket submission.
 - Live Chat is available Monday - Friday 8 am to 5 pm.
 - Support Metrics:
 - 96% resolved immediately by keyword-matched Help Center videos/articles

- 3% resolved by live chat with an average resolution time of 9 mins.
- 1% resolved by email support with an average resolution of time 22 hrs.

16. ALL In Learning's Professional Development approach is customized to the needs of the district. District training, train the trainer, campus leadership, and teacher training are all available at varying and customizable costs.

For district creators of assessments, ALL In can provide training in person or via zoom. For district and campus leaders, training on the data is straightforward and can be done in person or via zoom.

In the classroom, ALL In Learning can provide professional development services to educators to improve their teaching practices and help them effectively integrate technology into their instruction. This includes training on the use of ALL In Learning's software and other technology tools, as well as coaching and mentoring.

17. ALL In Learning provides a support site that is available 24/7, youtube videos, zoom trainings for campus admins, and in person and zoom training for PLCs.

18. 99.99% is our historical average over the last 7 school years.

19. Partial refunds are available in the event of long-term outage but it would be a calculation based on the down-time.

20. ALL In Learning has three levels of support from Tier 1 (the basics - logins, account maintenance), Tier 2 (more training related "How do i do this?") to Tier 3 (senior level involvement to identify, diagnose, and completely resolve an issue).

- Support site is up 24/7 as is ticket submission.
- Live Chat is available Monday - Friday 8 am to 5 pm.
- Support Metrics:
 - 96% resolved immediately by keyword-matched Help Center videos/articles
 - 3% resolved by live chat with an average resolution time of 9 mins.
 - 1% resolved by email support with an average resolution of time 22 hrs.
- Phone support is available and can be coordinated with our support team, especially in the case of an emergency or critical issue.

21. Contacts

Executive Contact:

Dr. Darrell Ward

CEO

940-367-4120

darrell@allinlearning.com

Account Manager/Marketing

Darren Ward

Chief Sales and Marketing Officer
940-367-4119
darren@allinlearning.com

Billing and Reporting
William Johnson
COO
940-503-8340
william@allinlearning.com

22. Referencessa

Fort Worth ISD
Dr. Susan Hernandez
Executive Director
(214) 244-0255
10 years
Formative assessment, data collection, reporting, STAAR predictions, and PD
\$150,000-\$200,000

Dallas ISD
Dr. Laura Garza
Assistant Superintendent
(214) 535-7223
10 years
Formative assessment, data collection, reporting, and PD
\$950,000

Mesquite ISD
Dr. Ángel Rivera
Superintendent
972-288-6411
3 years
Formative assessment, data collection, reporting, and PD
\$210,000

23. Existing contracts with Co-ops:

TIPS - 210301, 210401
BuyBoard - 653-21

24. We have worked with TIPS for about 5 years with great success. Buyboard is new.

25. Not applicable.

26. 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.

27. Login data for ALL In Learning:

Website: plus.allinlearning.com

Email: district_demo@allinlearning.com

Pw: password

You can create assessments by clicking:

Lessons/Assessments > My Assessments

You can view data by clicking:

Reports > District Accountability

Reports > STAAR Reports

Value Add:

ALL In Learning Clickers

The ALL In Learning Clickers provide teachers with a way to formatively assess and engage students throughout the class each day to generate student this data easily and frequently.

Students can answer safely and privately allowing the teacher to generate student achievement data simply and easily.

Darrell L. Ward

Educational Background and achievements:

High School: Little Rock Central High School – Little Rock, Arkansas

President of Student Body – 1961 – 1962

Captain of Football Team – 1961 – 1962

Undergraduate: Baylor University – 1962 – 1966 (BA in Mathematics)

Academic/Athletic Scholarship in Track

Outstanding Freshman Athlete – 1962 – 1963

President of ODK service fraternity – 1965 – 1966

Cum Laude Graduate Mathematics – 1966

Member of the first Honor Council at Baylor in 1965-1966

Masters: University of Iowa – 1966 – 1968 (MS in Computer Science)

NDEA Fellowship

Doctoral: Texas A&M University – College Station, Texas 1970 – 1973 (PhD in Computer Science)

Faculty position as an Instructor in Industrial Engineering

Distinguished Alumni, Baylor University - 2012

http://www.bayloralumniassociation.com/content/programs_and_awards/dab_past_recipi.asp

Teaching Positions

East Texas State University: 1968 -1970

Instructor, Computer Science

Texas A&M University: 1970 – 1973

Instructor, Mathematics

University of Mississippi: 1973 – 1975

Assistant Professor, Computer Science

University of Texas at Tyler (Texas Eastern University in 1975): 1975 - 1976

Associate Professor, Computer Science

University of Texas Health Science Center (Southwestern Medical School in Dallas): 1976 - 1980

Assistant Professor of Mathematical Sciences and Director of the Graduate Program

University of North Texas: 1980 – 1983

Associate Professor of Computer Science and Director of the Graduate Program

University of North Texas: 1998 – 1999

Adjunct Teaching Position in the School of Education

Consulting Activities

U.S. Army Corps of Engineers: 1975 – 1984

U.S. Civil Service Commission: 1975 – 1980

Texas Instruments: 1981 – 1984

General Dynamics: 1982

Business Positions

President and CEO, eInstruction: 1981 – 2008

President and CEO, ALL In Learning: 2008 – present

William Johnson

William@allinlearning.com
(940) 503-8340

Professional Experience

ALL In Learning, Corportation – Denton TX
Chief Operation Officer

2009 - Present

Responsible for all business operations, including our SaaS strategy, accounting, finance as well as overseeing our technology strategy.

eInstruction Corporation – Denton, TX

1991 - 2008

Vice President of Product Management
Chief Technology Office
Director of Content Development

Responsible for all eInstruction technology from 1996 to 2008. Built and led all development teams for hardware functionality and design, desktop applications, Internet applications, IT and technical support.

United States Army

1984 - 1992

Fort Leonard Wood MO, Fort Gordon GA, Fort Hood TX
Active and Active Reserve service

Worked in communications in the 2nd Armored Division, 1/67 Armored Battalion. Held a Top Secret security clearance and managed top secret encryption protocols for the 1st Brigade, 1/67 and 3/67 Armored Battalions. Served as Platoon Guide, responsible for all solders in basic training platoon. Completed Platoon Leaders Development Course which encompassed leadership training, combat tactics and combat navigation. Certified combat medic. Recieved Commanding General's award for excellence as well as other awards and medals.

Education

Masters in Business - Texas Christian University

Bachelor of Business Administration in Finance -
University of North Texas, Denton, TX

Darren Ward
darren@allinlearning.com
(940) 367-4119

Education:

- Denton High School – 1987 with Honors
- Bachelor of Arts in Business Administration at Baylor University – 1992

Experience:

1991-2008

eInstruction

- Content Developer/Manager
- VP of Business Development
- VP of Sales

Led the growth of eInstruction's sales force from 0 to 100 reps with a high-functioning sales team. Revenues grew from under \$1M to \$40M in an 8-year span.

2009 – Present

ALL In Learning

- Cofounder
- Chief Sales and Marketing Officer

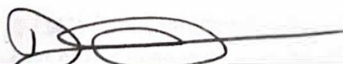
Responsible for ALL In Learning's sales, marketing, and training infrastructure. Developed the unique support strategy for Teach for America and ALL In Learning. Trained over 10,000 teachers and instructional leaders on actionable data strategies, formative assessment, student engagement, and PLC strategies since 2012. Collaborated with numerous district teams to adapt software and data to assist in implementation of initiatives and achieving student growth results.

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	ALL IN Learning
Address	1204 Bent Oaks Ct. Ste. 100
City/State/Zip	Denton, TX 76210
Telephone No.	940 367 4119
Email address	darren@allinlearning.com
Printed name	Darren Ward
Position with company	CSMO
Authorized signature	

Term of contract August 1, 2023 to July 31, 2024

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.



Region 10 ESC Authorized Agent

6/14/23

Date

Jim Newhouse

Print Name

EdTech Exchange Contract Number ET231102

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page 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 with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned—vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, 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 Respondent. Respondents 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.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

- ☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

5/9/23
Date

[Signature]
Authorized Signature & Title


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: ALL IN Learning

Title of Authorized Representative: CSMO

Mailing Address: 1204 Bent Oaks Court Suite 100 Denton, TX 76210

Signature: 

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: ALL IN Learning

Title of Authorized Representative: CSMO

Mailing Address: 1204 West Oaks Cir Suite 100 Denton, TX 76210

Signature: 

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

5/8/23
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

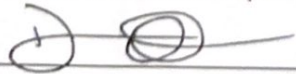
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons 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

5/8/23

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 ALL IN Learning


ADDRESS 1204 Dent Oaks Dr. 100

Denton, TX 76210

PHONE 940 367 4119

FAX 940 484 5370

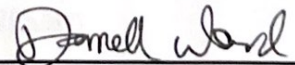
RESPONDANT


Signature

Darrell Ward
Printed Name

CSMO
Position with Company

AUTHORIZING OFFICIAL


Signature

Darrell Ward
Printed Name

CEO
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

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.)

ALL IN Learning 1204 Bent Oaks Ct Ste 100
Company Name Address
Denton TX 76226
City State Zip

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 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? we

(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? DS

(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? 

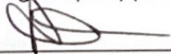
(Initials of Authorized Representative)

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 determinate 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? 

(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.

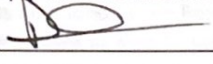
Does vendor agree? 

(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? 
(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).

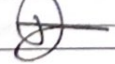
When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? 
(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 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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? 
(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? 

(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? 

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

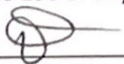
For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding 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? 

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? 

(Initials of Authorized Representative)

13. 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? 

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

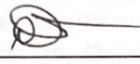
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating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

Does vendor agree? 

(Initials of Authorized Representative)

15. 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? 

(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.

ALL IN Learning

Company Name



Signature of Authorized Company Official

Darren Ward

Printed Name

CSMO

Title

5/8/23

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.)

ATTACHMENT B: EDCURATION MARKETING FORM

Region 10 ESC has partnered with EdCuration, a marketplace for connecting education software companies with educators to help foster collaborative solutions to today's education challenges. EdCuration will assist Region 10 ESC in marketing EdTech Exchange contracts to members in Texas and across the nation.

To that end, awarded vendors will receive a vendor page on EdCuration's website which will advertise the awarded vendor's products and services, a digital badge, showing that the vendor has an awarded Region 10 ESC contract purchasing vehicle, host the contract due diligence provided by Region 10 ESC that EdTech Exchange members will need to verify the procurement process, and provide the ability for members to purchase the awarded vendor's products directly through the EdCuration website or easily request a quote from the vendor depending on the complexity of the awarded vendor's pricing.

Please state your company's agreement to work with EdCuration to provide your logo, company and product information, and to designate a sales lead for this contract who can handle leads and sales made through the EdCuration website, in order to most easily facilitate sales to Region 10 and beyond:

- ☐ We Agree to manage our product page on [EdCuration.com](https://www.edcuration.com).
- ☒ We would like to discuss listing requirements with EdCuration.