



RFP WMPLC
Software Partner –
Increase Equity of Student Services

NOTIFICATION OF REQUEST FOR PROPOSALS

Western Montana Professional Learning Collaboration (WMPLC)

RFP STOP School Violence Program Competitive Grant

Software Partner –Increase Equity of Student Services

WMPLC is soliciting proposals for the products/services per the Scope of Work presented in this document. **The period of the awarded contract(s) will be from the date of award – September 30, 2025, with the possibility of a one-year extension.** Funding for this contract is contingent upon WMPLC receiving federal grant funds. If WMPLC does not receive these federal grant funds, then no contract will be awarded.

PROPOSALS MUST BE RECEIVED NO LATER THAN
1:30 PM, MDT, November 18, 2022

The respondent shall submit one (1) original electronic proposal submittal and all supporting documentation to:

Jessica Johnson, Co-Director at
jjohnson@wmplc.org

In the Instructions to Proposers, “bid” shall mean “offer” or “proposal,” and “bidder” shall mean “offeror” or “proposer.” Notice is hereby given that WMPLC hereinafter will be referred to as WMPLC or Requestor.

This Request for Proposals includes the following:

Section I - Instructions to Proposers

Section II - Bid Specifications

Section III - Representations and Certifications



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SECTION I – INSTRUCTIONS TO PROPOSERS

IT SHALL BE THE VENDOR'S RESPONSIBILITY TO REVIEW AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROPOSAL AS OUTLINED HEREAFTER

1. Statement of Inclusion/Applicability

The Instructions to Proposers are applicable to all Request for Proposals issued by WMPLC, and by this inclusion, they become an integral part of any contract which is awarded or purchase order which is issued in association with this Request for Proposal.

2. Bid Preparation and Submission Procedures

Request for Proposals will be received until the deadline indicated in the Notification of the Request for Proposal.

Each proposal must be submitted in PDF form and be sent via e-mail to Jessica Johnson, Co-Director at jjohnson@wmplc.org

WMPLC will not be responsible for bids or related correspondence that are mis-sent, misdelivered, or misplaced.

A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must electronically sign the Proposal Certification Form. The person signing the proposal must indicate his/her title along with signature.

Failure to return any document or information requested as part of the proposal response may result in the rejection of the entire bid.

Bidders or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this Request for Proposal before submitting bids. Failure to do so will be at the bidder's own risk.

3. Addendum

In the event that any changes to this Request for Proposal occur subsequent to the mailing or other delivery of the original Request for Proposal, the changes or corrections to this Request for Proposal will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original Request for Proposal or any previous addendum. Each addendum must be acknowledged on the acknowledgment form provided with the addendum. Any required acknowledgment form must be submitted along with the submission of any bid response.



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4. Withdrawals or Modification of Bid

Subject to the restrictions discussed below, WMPLC will consider a WRITTEN request from any bidder that the bidder be allowed to withdraw any bid submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR BID SUBMISSION. A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must submit a signed letter (e-signature accepted) requesting the withdrawal of any bid, and the person signing the request must indicate his/her title along with his/her signature. No bid may be withdrawn after the date and time that bids are due as specified in the Notice of Request for Proposal.

If a bidder requests to withdraw a bid and WMPLC allows the withdrawal of the bid, the bidder may resubmit the bid, or submit a new bid, up until the due date and time for bid submission as stated in the Notice of Request for Proposal, provided any new submission meets all the qualifications of bid submission included in the Instructions to Proposers.

If a bidder resubmits a bid that was withdrawn and makes changes to any document in the bid package, an authorized agent of the bidder must initial all alterations made to any bid document.

All bids in the possession of WMPLC at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the Notice of Request for Proposal.

5. Remedies for Non-Performance of Contract and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon WMPLC may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this contract is extended by mutual agreement of the parties, this contract shall terminate upon the expiration of the contract term as stated in the Notice of Request for Proposal.

If any delay or failure of performance is caused by a Force Majeure event as described in the Instructions to Proposers document entitled "Force Majeure," WMPLC may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the Instructions to Proposers of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify



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the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

- a) the vendor's failure to adhere to any of the provisions of the Instructions to Proposers of this RFP,
- b) the vendor delivering any product(s) that fails to meet the Item Specifications included in this Request for Proposal relating to the awarded product(s)
- c) the vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the prior written approval of WMPLC Business Office,
- d) the vendor's violation of any other provision contained within the Instructions to Proposers any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, WMPLC reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of WMPLC, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event WMPLC elects to purchase other products from other sources, WMPLC will invoice the vendor for any increased costs to WMPLC, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event WMPLC terminates this contract, in whole or in part, for any reason provided for within the contract, WMPLC reserves the right to award the canceled contract, or any portion thereof, to the next lowest or best bidder as it deems such award to be in the best interest of WMPLC.

Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future bids from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

6. Force Majeure

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.



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Delay or failure of performance, by either party to this contract, caused solely by a Force

Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

WMPLC will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless WMPLC has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and WMPLC has agreed in such writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, WMPLC shall have the option to terminate this contract in accordance with the Instructions to Proposers document entitled "Remedies for Non-Performance of Contract and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of WMPLC's rights as provided elsewhere in this contract.

7. Bid Evaluation and Awards

WMPLC reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of WMPLC as it perceives those interests to be in its sole discretion. Multiple vendors will be awarded when it is in the best interest of WMPLC.

It is not the policy of WMPLC to purchase on the basis of low bid price alone. In evaluating the bids received and determining to which bidder(s) (if any) to award a contract, WMPLC shall consider the following: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the needs of WMPLC; (5) the vendor's past relationship with K-12 schools [or Education Service Agencies]; (6) the total long-term cost to WMPLC to acquire the vendor's goods and/or services.

WMPLC may elect to negotiate with none, one, two or all vendors. It will be at WMPLC's discretion as to the number and combination of vendors that will be involved in the negotiation process.

8. Non-collusion Certification

By signing this bid, the bidder certifies that, to the best of his/her knowledge:

- a) neither the bidder nor any business entity represented by the bidder has received compensation for participation in the preparation of the item specifications related to this



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Request for Proposal,

- b) this bid or proposal has been arrived at independently and is submitted without collusion with any other bidder, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any bidder an unfair advantage over any other bidder with respect to this bid,
- c) the bidder has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to WMPLC in connection with any information or submission related to this bid, any recommendation, decision, vote, or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this bid,
- d) no attempt has been or will be made to induce any other person or entity to submit or to not submit a bid or proposal.

The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

9. Confidential or Trade Secrets

If any of the information contained in vendor's proposal response is considered to be confidential or a trade secret and, if released would give advantage to a competitor or Proposer, that information should be filed with the proposal in a separate envelope marked "CONFIDENTIAL – DO NO DUPLICATE WITHOUT PERMISSION".

10. Assignment - Delegation

No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from WMPLC. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

11. Certifications Regarding Legal, Ethical, and Other Matters

By signing this bid, the bidder certifies that:

- a) he/she has read and understands all the Instructions to Proposers in this document, and agrees to be bound by them, and is authorized to submit bids on behalf of bidder,
- b) the bidder has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- c) the bid submitted conforms with all item specifications, the Instructions to Proposers, and any other instructions, requirements, or schedules outlined or included in this Request for Proposal,
- d) if this bid is accepted, in whole or in part, the bidding entity will furnish any item(s) awarded to them under this Request for Proposal to WMPLC at the price bid, and in accordance with the item specifications and the terms and conditions contained in this Request for Proposal,
- e) the bidding entity has a high degree of integrity and business ethics, and a satisfactory



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record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to bid or receive any award or contract related to this bid, and the bidder will comply with any reasonable request from WMPLC to supply any information sufficient to substantiate the bidding entity's ability to meet these minimum standards,

- f) concerning paragraph "(e)" above, the bidding entity has identified and disclosed in this written bid response any and all known or suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the bidder's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid response any such matters which do exist is a material breach of contract which will void the submitted bid or any resulting contracts, and subject the bidder to removal from all bid lists,
- g) the bidding entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, insurance or licenses, necessary for lawful performance of its obligations under this contract,
- h) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid response are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- i) the bidding entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold WMPLC harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- j) the bid submitted complies with all federal, state, and local laws concerning these types of products or services, and the bidding entity will continue to comply with any applicable federal, state, and local laws, regulations and executive orders related to the bidding entity's activities in connection with this contract (such as but not limited to Fair Labor Standard Act, Americans with Disabilities Act, Equal Opportunity Employment Act),
- k) the bidding entity will maintain, at the bidding entity's expense, any insurance necessary to protect WMPLC from all claims for bodily injury, death, or property damage that might arise from the performance by the bidding entity or the bidding entity's employees or its agents of any service required of the bidding entity under this contract; however, the existence of such insurance will not relieve the bidding entity of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law,
- l) WMPLC shall not be liable to the bidder for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that WMPLC declares the bidder in default,
- m) he/she understands that signing the bid with any false statement is a material breach of contract which will void the submitted bid or any resulting contracts, and subject the bidder to removal from all bid lists, and possible criminal prosecution.

12. Equal Employment Opportunity (EEO) Disclosures

By submission of a bid, the bidder agrees that in the performance of any contract resulting from any award under this bid, the bidding entity will comply for the period of the contract with all applicable equal employment opportunity laws and regulations, including, but not limited to an



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agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way

against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The bidder further agrees that the proposing entity is and, during the period of any contract resulting from any award under this Proposal Invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

13. Venue

This agreement will be construed and governed according to the laws of the State of Montana. Both parties agree that venue for any litigation arising from this contract shall lie in Montana.

14. Extension/Non-Appropriations Clause (Applies to Multiple Year Contracts)

WMPLC reserves the right to extend any multiple year contracts at the time of renewal if agreed upon by both parties. WMPLC reserves the right to terminate any multiple year contracts at the time of renewal at WMPLC's discretion.

WMPLC reserves the right to rescind the contract at the end of the fiscal year if it is determined that funding is not available to extend the contract.

Definitions:

- a) "Contract" includes amended, extended, or renewed contract.
- b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for profit or nonprofit entity. The term does not include a governmental entity or state agency.
- c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.



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SECTION II – BID SPECIFICATIONS

IMPORTANT DATES:

Proposal Released **10/29/2022**

Proposal Due.....November 18, 2022@ 1:30 PM

WMPLC Review Panel.....Week of November 20, 2022

Contract Start Date **.....Date of award**



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I. Notice to Proposers

OBJECTIVES

To meet the objectives and scope of federal grant # 15PBJA-22-GG-04673-STOP

STATEMENT OF PURPOSE

WMPLC is requesting submissions from software providers interested in becoming a WMPLC partner in support of WMPLC's application for the U.S. DOJ, OJP, BJA, STOP Grant Program. This program furthers the Department's mission by supporting and assisting county, local, territorial, and tribal jurisdictions in improving efforts to reduce violent crime in and around schools. Services must be available 24 hours per day, 7 days per week, 365 days per year. The grant narrative can be retrieved at:

[Narrative: WMPLC Montana STOP Grant Final](#)

ORGANIZATIONAL OVERVIEW

WMPLC is a Montana non-profit/LEA that functions as a shared services provider to educators and educational institutions across the state of Montana.

WMPLC works to support improved student achievement through providing state-supported high-quality professional development in core academic areas and education-related topics.

Goals:

- Increase the subject-matter knowledge of teachers;
- Increasing teacher understanding and use of effective, research-based instructional strategies;
- Increasing teacher competency in the use of educational technology.
- Increase school safety

PROJECT BACKGROUND AND OBJECTIVE

The WMPLC/MSSA partnership aims to serve nearly 150 small school and frontier member districts, as well as tribal schools, by providing counseling support, mental health services, and proven violence prevention tools desperately needed by students, staff, and families across Montana. The grant will help fund increased access to basic needs resources, trauma-informed care, school counselors, e-therapy assessments, and treatment.

Montana schools have faced a lack of equitable resources, low student enrollment, inadequate financial resources, and difficulty recruiting qualified educators and mental health resources. This has increased the need to improve and provide equitable school-based mental health support and other resources to prevent school violence and student mental health issues. The 2021 Montana Youth Risk Behavior Survey shared that in a one-year time frame, 8.9% of Montana students carried a gun on one or more days (not counting for hunting or for sport.) In that same time frame 23.4% of students seriously considered attempting suicide and 41.4% of students felt so sad or hopeless almost every day for two weeks or more in a row that they stopped doing some of their usual activities.

With this Federal grant, we will look to meet critical needs in rural, tribal, and frontier schools, to better support our students." The project will improve schools' access to skilled counseling services, social-emotional supports and content, a trauma and neuroscience-informed curriculum, mental health assessments and treatment, and strategic plans for sustaining these resources. The grant will help fund and resource linkage app, e-therapy assessments and treatment, direct access to CrisisTextLine, and a full-time credentialed School Counselor to serve as the Mental Health Resource Navigator.



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GENERAL CONDITIONS

WMPLC reserves the right to accept or reject any or all proposals, waive any formalities and/or technicalities in the proposal and award the contract to best serve the interests of WMPLC.

WMPLC may negotiate with proposers as deemed advisable or necessary. Proposers are requested to submit quotations on the basis of these specifications. Alternative quotations (for coverage on a basis different than that requested in these specifications) will receive consideration providing such alternatives are clearly explained. Any exceptions to coverages requested herein must be clearly noted in writing and be included as a part of the proposal.

WMPLC believes that the data contained in these specifications is sufficient for preparation of proposals. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty.

To promote the fair and objective evaluation of each proposal, the RFP narrative responses should be in the same order and format as indicated in the Scope of Work section below. Delivery of the proposal is the responsibility of the proposer.

WMPLC reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of WMPLC as it perceives those interests to be in its sole discretion. Multiple vendors can be awarded when it is in the best interest of WMPLC.

It is not the policy of WMPLC to purchase on the basis of low bid price alone. In evaluating the bids received and determining to which bidder(s) (if any) to award a contract, WMPLC shall consider the following: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the needs of WMPLC; (5) the vendor's past relationship with WMPLC; (6) the total long-term cost to WMPLC to acquire the vendor's goods and/or services.

WMPLC may elect to negotiate with none, one, two or all vendors. It will be at WMPLC's discretion as to the number and combination of vendors that will be involved in the negotiation process.

CONTRACT PERIOD

The initial contract period is from the date of award through September 30, 2025. WMPLC may extend the contract for an additional year or more, based on the period of the federal grant. WMPLC reserves the right to renew and/or solicit additional pricing for subsequent contract periods. The contract will not automatically extend beyond any current period unless expressly approved by WMPLC.

INSURANCE REQUIREMENTS

General public liability insurance covering all duties, services, or work to be performed under the contract; \$1,000,000/Occurrence including Personal and Advertising Injury and \$2,000,000 Products/Completed Operations and General Aggregate.



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The vendor must also maintain Worker's Compensation insurance providing the statutory benefits for employer's liability in the amount of \$500,000 for each person, \$500,000 in the aggregate and \$500,000 for each person for occupational disease. WMPLC shall have no responsibility or liability for such insurance coverage.

Vendors must provide proof of insurability with the response. Acceptable proof of insurability will be a certificate of insurance or a letter from the insurance carrier (not the insurance agent). The awarded vendor must provide a certificate of insurance compliance within 15 calendar days after notification of the award.

Each policy of required insurance shall provide for 30 days notice of cancellation to WMPLC and shall name WMPLC, its employees and its Board of Directors as additional insured for this Scope of Work.

EVALUATION

WMPLC will evaluate and score preliminary proposals according to the following:

Criteria	Points
Company Background	10
Ability to Meet Scope	15
Service Description	20
Process Overview	10
Experience w/ESAs and Federal Grants	20
Pricing	15
Value-Added Services	<u>10</u>
Total	100

Following preliminary scoring, WMPLC reserves the right to schedule oral presentations with up to five finalists to provide oral presentations, to answer questions, and to clarify WMPLC's understanding of the written proposal. WMPLC reserves the right to not require oral presentations if they do not affect final rankings.

Criteria	Points
Oral presentation and demonstration	25

If WMPLC has already seen a demonstration in the past, WMPLC reserves the right to score on the past presentation and knowledge of the product and services.

BEST AND FINAL OFFER

If following oral presentations (or preliminary scoring if oral presentations are not warranted) additional information is necessary to make a final decision, WMPLC may ask the top scored offerors to submit their best and final offer. WMPLC may request only one best and final offer. The opportunity to request a best and final offer shall be at the discretion of WMPLC. WMPLC will notify the top scored firms in writing of the request for a best a final offer. The request will include the areas to be addressed by the offer and the date and time by which the offer must be received. No discussion shall be conducted with offerors after submission of a best and final offer except for a compelling reason as determined in writing by WMPLC. After review of the best and final offers, WMPLC may award a contract or contracts to those respondents whose proposal(s) are determined in writing to be the most advantageous to WMPLC and its members.



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RECORDS AND DATA

All records and data of any kind supplied by WMPLC or its partner school(s) to the proposer shall be considered confidential and shall belong to WMPLC or the partner school(s), as the case may be, and shall not be sold, shared, disclosed or otherwise used in any manner without the express written permission of WMPLC or the partner school(s), as the case may be.

II. SCOPE OF WORK

The awarding and implementation of this contract will not occur if WMPLC does not receive funding under federal grant number #15PBJA-22-GG-04673-STOP. **The prospective Partner is expected to provide a detailed description of their knowledge skills, and ability to deliver the following:**

- a) Funds available for this service may not exceed \$589,617.00.
- b) Provide and implement a trauma-informed “Help App” which includes a mobile phone-based app, web app and phone line to enable students, teachers, families, and community members to anonymously share needs and concerns with local school personnel, backed up by a 24/7/365 crisis center.
- c) Provide a description of how the system works in real-time.
- d) Provide a technical overview of the system and any required hardware/software/OS/Apps with recommendations for end-user configuration.
- e) Provide languages supported in the system and crisis center.
- f) Describe the Partner’s proposed fee structure payable by WMPLC as funded through the grant.
- g) Submit a sample software license agreement for review, if applicable.
- h) Provide and implement a mobile app to enable students, staff, and families to access low and no-cost resources (community, state, national resources and helplines) with privacy and dignity including via anonymous messaging with local or non-local responders.
- i) Provide the requirements necessary to facilitate start-up and ensure long-term sustainability.
- j) Provide a statement about System content control and management to ensure anonymity, including any industry standards.
- k) As part of the “Help App,” provide students, staff, and families with age-appropriate information on child brain development, developmental trauma effects on the brain and behavior, and strategies to use to self-regulate.
- l) Train students, staff, and parents on when and how to reach out. In partnership with MSSA and WMPLC, market to and train all interested districts on how to reach the Mental Health/Resource Navigator and what resources and services are available.
- m) Partner with an e-therapy provider and give access to assessments, therapy, and the school counselor via an e-therapy platform.
- n) Work with Project Lead to gather data for and submit semi-annual progress reports and provide other assistance with managing the federal grant (including all relevant federal reporting and reimbursement systems) as needed and requested.
- o) Describe any other features, offers, programs, events, or activities that may have been



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omitted from this RFP that would give your company a competitive advantage over other respondents and als give WMPLC an opportunity to provide the most meaningful user experience for the students and members.



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RFP RESPONSE

Submit a narrative response to each of the following prompts in the same order (A-G) as below. Please be as concise as possible.

A. Company Background:

1. Provide the company's official registered name.
2. Provide a brief history of your company, including the year it was established.
3. Provide your company's corporate organizational chart.
4. Provide your company's Dun & Bradstreet (D&B) number, if applicable.
5. Define your preferred terms of payment.
6. Provide a staffing plan listing those persons who will be assigned to the engagement if the proposer is selected, including the designation of the person who would be the proposer's officer responsible for all services required under the engagement.

B. Ability to Meet Scope

Describe your ability to meet the attached scope of work. Please note if work can begin immediately upon award, or if there are any time constraints to beginning the work immediately

C. Service Description – respond to each of the following:

Describe your services as they match those identified in the Scope of Work (A-M Scope of Work)

D. Process Overview – respond to each of the following prompts:

Describe the process through which your services, as they match those identified in the scope of work, are typically implemented.

E. Experience w/ESAs and Federal Grants – respond to each of the following prompts:

1. Describe your experience working with education service agencies (service cooperatives, intermediate service centers, etc...).
2. Describe your experience working with recipients of federal grant funds.
3. Provide any relevant successes as well as no less than two references.

F. Pricing – Provide detailed pricing for each item on the attached Scope of Work including but not limited to subscription fees, implementation fees, payment methods, billing cycles, cancellations, etc.

G. Value Added Services – Describe any other features, offers, programs, promotions, partnerships, venues, events, activities, or recommendations that may have been omitted from this RFP that would give your company a competitive advantage over other respondents and also give WMPLC an opportunity to provide the most meaningful user experience for participants. Please include, if any, additional fees that would apply for such additional or optional services (N from Scope of Work).



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CERTIFICATION

I, or we the duly authorized undersigned, having carefully read the instructions to Proposers, General Conditions, Notice to Proposers, Contract Specification, Responsibilities of Proposers, and Proposer Forms, do hereby agree to enter into a contract with WMPLC, by tendering this proposal to perform the work required and/or provide the product(s) specified in this solicitation. The prices in this proposal have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Proposer or with any competitor. I, we, are authorized to submit this proposal and have not been a party to any collusion among Proposer(s). I, or we, also certify to the accuracy of the information provided in this proposal.

Date _____

Company Name _____

Printed Name _____

Title _____

Signature _____

THIS PAGE MUST BE RETURNED WITH THE PROPOSAL



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SECTION III – REPRESENTATIONS AND CERTIFICATIONS

All the following pages must be completed and included with the proposal



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**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by WMPLC for any contract resulting from this procurement process.

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

Pursuant to Federal Rule (A) above, when federal funds are expended by WMPLC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by WMPLC 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 Vendor, in the event vendor 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. WMPLC also reserve the right to terminate the contract immediately, with written notice to vendor, for convenience, if WMPLC believes, in its sole discretion that it is in the best interest of WMPLC to do so. The vendor will be compensated for work performed and accepted and goods accepted by WMPLC as of the termination date if the contract is terminated for convenience of WMPLC. Any award under this procurement process is not exclusive and WMPLC reserves the right to purchase goods and services from other vendors when it is in the best interest of WMPLC.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity”



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(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.”

Pursuant to Federal Rule (C) above, when federal funds are expended by WMPLC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree? YES _____ Initials of Authorized Vendor Representative

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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 sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by WMPLC, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be



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required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by WMPLC, the vendor certifies that during the term of an award for all contracts by WMPLC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by WMPLC, the vendor certifies that during the term of an award for all contracts by WMPLC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (G) above, when federal funds are expended by WMPLC, the vendor certifies that during the term of an award for all contracts by WMPLC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.



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Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(H) 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 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by WMPLC, the vendor certifies that during the term of an award for all contracts by WMPLC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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

Pursuant to Federal Rule (I) above, when federal funds are expended by WMPLC, the vendor certifies that during the term and after the awarded term of an award for all contracts by WMPLC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member



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of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(J) **2 CFR § 200.323 - PROCUREMENT OF RECOVERED MATERIALS: NA** (no goods procured)

(K) **2 CFR § 200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT: [Recipients](#) and sub [recipients](#) are prohibited from obligating or expending [loan](#) or grant funds to:**

- (1) Procure or obtain;
- (2) Extend or renew a [contract](#) to procure or obtain; or
- (3) 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. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any [subsidiary](#) or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any [subsidiary](#) or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) 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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor



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(L) **2 CFR § 200.322 - DOMESTIC PREFERENCES FOR PROCUREMENTS: NA** (no goods procured)



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RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by WMPLC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND
CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by WMPLC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements 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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by WMPLC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor



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Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable, including any conditions placed on federal grant number #15PBJA-22-GG-04673-STOP by the federal government. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name:

Address, City, State and Zip Code:

Phone Number:

Fax Number:

Printed Name and Title of Authorized Representative:

E-mail Address:

Signature of Authorized Representative:

Date: