# **Bid Checklist**

Proposal:	RFP	#21.3 -	Student	Safety Solutions
Awarded V	endor(s):	Gaggle.l	Net, Inc.	& STOPit Solutions
Award Date:	August 7	7, 2020	Contract 1	Number: 21.3-GGL & 21.3-STP
$\checkmark$	Copy of Pul	olic Notice	/Legal Ad(	(s)
$\checkmark$	Copy Of Re	lease (via Pu	ıblic Purchase	2)
$\checkmark$	Copy of Bid	Specificat	ions (includ	les Q&A, addenda if issued)
$\checkmark$	Copy of Clo	sing (via Pul	olic Purchase)	
$\checkmark$	Notification	n Report		
$\checkmark$	Access Rep	ort (via Publ	ic Purchase)	
$\checkmark$	Opening Re	ecord		
$\checkmark$	Copy of Bid	ls Received	d	
$\checkmark$	Evaluation	Compilatio	on/Execut	ive Summary
$\checkmark$	Copy of Aw	ard Letter		
$\checkmark$	Copy of Rej	ection Let	ter	
$\checkmark$	Copy of Sig	ned Contra	act(s)	
$\checkmark$	Board Acce	ptance of l	Bid	

#### AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA )
COUNTY OF HENNEPIN )



650 3rd Ave. S, Suite 1300 | Mineapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

- 1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
- 2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
- 3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

Dates of Publication		Advertiser	Account #	Order #	
StarTribune	06/15/2020	COOPERATIVE PURCHASING CONNECTION	1000337556	358086	
StarTribune	06/22/2020	COOPERATIVE PURCHASING CONNECTION	1000337556	358086	

- 4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$224.00
- 5. <u>Mortgage Foreclosure Notices</u>. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.	
TerriSwanson	
Subscribed and sworn to before me on:	06/22/2020
JALENE K HOWARD NOTARY PUBLIC - MINNESOTA	

Notary Public

# CLASSIFIEDS + PUBLIC NOTICES

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Reviews and the service of publication. If there are nitribates, notify us immediately, and active the publication of the service policy of the review notice on the first own review notice on the first own review notice of the service of the se

proposals will be received.

Sealed

Section-Page-Zone(s):

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StarIribune
Monday, June 22, 2020

Cooperative Purchasing Network

Advertiser:

0000358086-01

Ad Number:

LEGAL NOTICE REQUEST FOR PROPOSAL.

The Minority Propo

Certificate of Assumed Norm
Certificate of Assumed Name
State of Minorosta, Pursuant to
the undersigned, who is or will be
conducting business in the State
name, hereby certifies:

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Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current. Ann potential member kota, and South Dakota for IFP #21 12 - E-Rate Consulting Services and RPF #21.3 - Student Safety Sol-utions.

#### 186 Financial

GEACOM STOCK FOR SALE CHEAP CHESS 630-542-3345

COLLEGE OR UNIVERSITY: I REED ACCESS TO MICROSCOPE. Have impact glass by comet to Cambrian age. Life forms: Inside. Lab test done not slag glass. 612-665-6630 WANTED FECON REL. We pay CASH. REI RESONAL. 112-231-3165 Retrigerand index.com/ad Retrigerand index.com/ad

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# Argus Leader

P.O. Box 677349, Dallas, TX 75267-7349

Account No.: SFA-0000000483

Ad No.: 0004228603

PO #:

Lines: 24

Ad Total: \$34.46 This is not an invoice

# of Affidavits1

LAKES COUNTRY SERVICE COOPERAT 1001 E MOUNT FAITH AVE FERGUS FALLS, MN 56537

Account No.: SFA-0000000483

Ad No.: 0004228603

# Argus Leader AFFIDAVIT OF PUBLICATION

### STATE OF SOUTH DAKOTA

### COUNTY OF MINNEHAHA

I being duly swom, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper as defined by SDCL 17-2-21, as amended published at Sioux Falls, Minnehaha County, South Dakota; that affiant is and during all of said times, was an employee of the publisher of such newspaper and has personal knowledge of the facts stated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper upon

NOTARY PUBLIC SHIP

Monday, June 15, 2020 Monday, June 22, 2020

Sworn to and subscribed before me this 22 day of June, 2020.

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My Commission expires

Seoled proposals will be recelved by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesola, North Dakota, and South Dakota for RFP #21.2 - E-Rate Consulting Services and RFP #21.3 - Student Safely Salutions.

Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publ Icpurchase.com).

Proposals must be uploaded to Public Purchase before 10 a.m. CT on July 15, 2020, and late proposals will not be considered.

# \*\*\* Proof of Publication \*\*\*

State of North Dakota )	Sealed proposals will be received by the Cooperative Purchasing Connection (CPC)
) SS: County of Burleigh )	on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFP #21.2 –
Before me, a Notary Public for the State of North Dakota personally	E-Rate Consulting Services and RFP #21.3 – Student Safety Solutions.
	Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com).
appeared who being duly sworn, deposes and says that he (she) is the Clerk of Bismarck Tribune Co., and that the publication(s) were made through the	Proposals must be uploaded to Public Purchase before 10 a.m. CT on July 15, 2020, and late proposals will not be considered.
Bismarck Tribune on the following dates:	6/15 & 22 - 9083
6/15,22/2020	
Signed Oill Lindson	
LAKES COUNTRY SERVICE COOP	
Lori Mittelstadt	
1001 E MOUNT FAITH	
FERGUS FALLS MN 56537	
ORDER NUMBER 9083	
Sworn and subscribed to before me this 22 had day of	
June 2020	
2- 00	
Mar Dall	
Notary Public in and for the State of North Dakota	
MORGAN DOLL	
Notary Public State of North Dakota	
My Commission Expires Jan 26, 2023	
12020	

Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 06/15/2020, 06/22/2020

TOTAL AD COST:

FILED ON:

27.00

6/22/2020

## AFFIDAVIT OF PUBLICATION

#### STATE OF NORTH DAKOTA

#### COUNTY OF CASS

Lana Syltie, The Forum, being duly sworn, states as follows:

- 1. I am the designated agent of The Forum, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
- 2. The newspaper listed on the exhibit published the advertisement of: Legal Notice; (1) time: June 16, 2020, as required by law or ordinance.
- 3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 16th day of June, 2020.

**EVAN KJOS** Notary Public State of North Dakota My Commission Expires May 2... 2024

Sealed proposals will be received by Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFP #21.2 - E-Rate Consulting Services and RFP #21.3 - Student Safety Solutions.

Specifications and forms may be obtained by registering for free with CPC on

tained by registering for free with CPC on Public Purchase (www.publicpur-

chase.com).

Proposals must be uploaded to Public Purchase before 10 a.m. CT on July 15, 2020, and late proposals will not be considered. (June 16, 2020)

 From:
 Public Purchase

 To:
 Lisa Truax

 Cc:
 Melissa Mattson

**Subject:** Release Successful on Bid RFP #21.3 - Student Safety Solutions

**Date:** Monday, June 15, 2020 9:32:43 AM

Lisa M Truax:

Bid "RFP #21.3 - Student Safety Solutions"

Status: Release Successful on Jun 15, 2020 8:32:38 AM MDT

You can check the released bid by going to the following address: <a href="http://www.publicpurchase.com/gems/bid/bidView?bidId=127942">http://www.publicpurchase.com/gems/bid/bidView?bidId=127942</a>

If you have any questions regarding this bid, please contact our Customer Support Staff at agencysupport@publicpurchase.com

Thank you for using Public Purchase.

MK= 5aqgl/jqKE36UJzr8DnhVQ==

# Proposals Requested by the:

# **Cooperative Purchasing Connection**



# RFP #21.3 - Student Safety Solutions

CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of student safety solutions, at consortium level discounted pricing. CPC is seeking one or all of the following student safety solutions: anonymous reporting, incident management and 24/7 monitoring services, and social-emotional learning tools to aid the current school climate.

Due: 10:00 a.m. CT on Wednesday, July 15, 2020

Vendors will submit questions and proposals online via Public Purchase (<u>www.publicpurchase.com</u>)

**RFP Facilitator:** 

Lisa Truax Procurement Solutions Coordinator Cooperative Purchasing Connection Published in:
Argus Leader
Star Tribune
Fargo Forum
Bismarck Tribune
June 15 & 22, 2020

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#### I. Introduction

Proposals for the requested products and/or services are detailed in the accompanying Technical Specifications.

The Cooperative Purchasing Connection (CPC) is a joint powers group of service cooperatives in Minnesota, organized pursuant to Minnesota Statute 123A.21. Service cooperatives are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services. In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, MN, to provide purchasing contracts to its participating agencies. South Dakota participating agencies can utilize CPC's purchasing contracts through South Dakota statute 5-18A-37.

Collectively, CPC's participating agencies purchase, on average, over \$60 million annually through its contracted vendors.

LCSC provides the administrative functions of CPC. Administrative functions include but are not limited to: bid and contract research, development, and negotiations; fiscal reporting agent; marketing; contract promotion and agency support services.

### II. Solicitation Procedures

## A. Vendor Qualifications

All proposals must contain answers, responses and/or documentation to the information requested. A Vendor failing to provide the required information/documentation will be considered non-responsive.

Vendors must demonstrate their ability, capacity and available resources to provide the requested products and/or services to participating agencies. Vendors are required to communicate and demonstrate within their response that they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. CPC reserves the right to accept or reject any Vendor failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

## **B.** Required Securities

**Bid Bond:** By the due date and time of this solicitation, a vendor shall submit with its response, an electronic PDF copy of a bid bond in the form of a bond, for \$2,500. Such bond is to be issued by a surety authorized to do business in the state of Minnesota, payable to CPC, Attn: Cooperative Purchasing, 1001 E. Mount Faith Ave., Fergus Falls, MN 56537, as a guaranty that the Vendor will enter into a contract with CPC. If awarded, the Vendor will have five (5) business days from award notification to submit the original bid bond via postal mail to CPC. The bond will be immediately forfeited to CPC in the event the Vendor is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation. This bond pledges that the Vendor will abide by the terms stated in this solicitation and in the Vendor's proposal and pledges the faithful performance of the contract and the payment of all obligations arising thereunder. Failure to comply with the Vendor(s) proposal, the bid bond shall be forfeited to CPC as liquidated damages, not as a penalty. Loss of the bond may include but is not limited to poor customer service, poor quality of product, delivery issues, lack of reporting, and lack of administrative fee payments. The bond or check shall remain in force for the entire duration of the contract term and must be renewed annually upon contract renewal. The bond or approved security shall be returned to the awarded vendor upon the successful completion of the bid cycle, a maximum of four (4) contract terms.

Once the bid bond has been posted, failure from the Vendor to comply with this RFP and the terms and conditions, the bid bond shall be forfeited to CPC as liquidated damages, not as a penalty. The loss of the bid bond will include, but is not limited to:

- 1. Poor communication; multiple documented failures to correspond with CPC.
- 2. Poor customer service; failure to respond on multiple occasions to CPC's participating agencies within a timely manner.
- 3. Poor quality of product and failure to replace/refund agency purchases when appropriate.
- 4. Delivery issues; consistent and documented failures to deliver product on time or in proper condition.
- 5. Lack of on-time reporting and inaccurate quarterly reports.
- 6. Lack of on-time quarterly administrative fee payments.

#### C. RFP Timeline:

Date/Time	Event
June 15, 2020	Publication of RFP #21.3 – Student Safety Solutions
June 29, 2020 at 11:00 a.m. CT	Non-Required Conference Call
July 3, 2020, at 10:00 a.m. CT	Deadline for Vendors to Submit Questions
July 15, 2020, at 10:00 a.m. CT	Deadline for Submission
August 8, 2020	Contact Vendor/Award(s) Made
September, 2020	Initial Start of Contract Term

**D.** Non-Required Conference Call: A web conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. The conference call will not be recorded. To attend the conference call, click:

https://us02web.zoom.us/j/86125403637?pwd=Y2wxaUw0ZXY4Wit2VGdlTmhkMGlldz09.

1. **Dial-in Number:** +1 302 715 8592 or +1 312 626 6799

2. **Meeting ID:** 861 2540 3637

3. Password: 8ZsAYF

#### E. RFP Submission

**Public Purchase:** All solicitations can be found on a web-based system called Public Purchase. Public Purchase is an easy-to-use platform that provides Vendors with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit a response to the solicitation. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

**Submission of Proposals:** It is the responsibility of the Vendor to be certain that the proposal being submitted has been uploaded to Public Purchase by the submission deadline, as described in the solicitation. All proposals will be submitted electronically via Public Purchase. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase at <a href="mailto:support@publicpurchase.com">support@publicpurchase.com</a> or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission <a href="mailto:will not be">will not be</a> password protected. Hardcopy proposals are invalid and will not receive consideration.

### F. RFP Particulars

**Correction of RFP Documents:** Upon examination of the solicitation, Vendors shall promptly notify the RFP Facilitator of any ambiguity, inconsistency or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, no later

than seven (7) business days prior to the solicitation submission deadline. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum.

**Addenda:** Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. If such confirmation is not received, the Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections, and changes. No answers to questions or addenda will be issued later than seven (7) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

**Interpretations:** Requests for additional information or questions in regards to the solicitation will be submitted through Public Purchase. CPC will respond accordingly through Public Purchase to all questions submitted by the question deadline and/or by issuing an addendum.

**Modifications or Withdrawal of a Proposal:** A proposal may not be modified, withdrawn or canceled by the Vendor for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Vendor so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

**Opening of Proposals (Opening Record):** Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available in Public Purchase and posted to the CPC website, within 48-hours after the opening.

#### **G.** Solicitation Evaluation

No single factor will determine the final award decision. Proposals will be evaluated using a multistep process:

- 1. Initial Review CPC will perform an initial responsiveness review to determine compliance with the solicitation requirements. Vendors that do not meet the solicitation requirements as outlined in the solicitation shall be deemed <u>non-responsive</u> and will not receive further consideration. All proposals that meet the minimum solicitation requirements will proceed to the evaluation process.
- 2. Technical Proposal The technical proposal will be evaluated based on the criteria outlined below. Total scores from the evaluation team will be averaged amongst the number of evaluators.
- 3. Cost Proposals Cost proposals will be scored and averaged amongst the number of evaluators. Scores from the technical proposal and cost proposal will be combined to determine the responses that provide the best value to participating agencies.

Factor	Guidance		
5	Outstanding far exceeds minimum requirements in most areas		
4	Above average, exceeds minimum requirements in many or all areas		
3	Average, meets minimum requirements, exceeds minimum requirements in some areas		
2	Slightly below average, meets minimum requirements		
1	Well below average, barely meets minimum requirements		
0	Totally unresponsive, does not meet minimum requirements		

		[Vendor A]
Criteria	Points	Average Points Awarded
Qualifications & Experience	55	0
Marketing & Partnership	25	0
Financials & Level of Support	30	0
Industry Specific Information	180	0
Exceptions & Deviations	10	0
Exhibit A - Marketing Plan	20	0
Total Technical Points	365	0
Proceed to Pricing Evaluation?	Yes/No	
Pricing Proposal		
Solution 1 - Anonymous Reporting	100	0
Solution 2a - Incident Management	100	0
Solution 2b - 24/7 Monitoring Services	100	0
Solution 3 - Social-Emotional Learning Tools	100	0
<b>Total Pricing Points</b>	400	0

**Rejection of Any or All Proposals:** CPC reserves the right to award the entire contract to one Vendor, to award multiple contracts, or to reject any or all proposals.

#### H. Contract Award

**Binding Contract:** A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, scope of work, and specifications contained in the solicitation. The Vendor acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

**Notification of Intent to Award:** An award notification will be made by Friday, August 7, 2020. The actual award is subject to approval by the CPC Board of Directors.

**Contract Term:** The term of the contract resulting from this RFP will be from September 1, 2020, through August 31, 2022. There will be an optional renewal for a period lasting no longer than one (1), additional two-year term, based on successful performance. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor evaluation. Performance criteria will include:

- 1. Contract start-up and communication
- 2. Partnership responsiveness with CPC
- 3. Participating agencies evaluation(s)
- 4. Volume, sales, and competitiveness
- 5. Marketing

**Administrative Fee:** The Vendor will be required to pay a two (2.0%) percent administrative fee on the total sales price of all purchases shipped and billed to participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC on a quarterly basis, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

**Sales Reports Required of the Vendor:** The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies within the said quarter, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. <u>All reports will be submitted in MS Excel within 20 business days after the end of each fiscal quarter, (see Appendix A) listing the following information:</u>

- 1. Name of purchasing agency
- 2. Address of purchasing agency (city, state, zip code)
- 3. Date of purchase
- 4. Invoice number
- 5. Amount of purchase
- 6. Administrative fee generated by sale
- 7. Savings generated by sale

Certificate of Insurance: The Vendor must purchase, maintain and <u>provide</u> certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent to CPC upon coverage renewal. The Vendor must meet the following, minimum coverage requirements:

- 1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
- 2. Automobile Liability: \$1,000,000 each occurrence
- 3. Workers Compensation: \$100,000
- 4. Professional Liability Errors & Omissions: \$1,000,000 each occurrence
- 5. Professional Liability Cyber Security: \$1,000,000 each occurrence

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI with their proposal submission.

**Contract Development:** Following the final evaluations and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Vendor(s). If a satisfactory contract cannot be developed with the most highly qualified Vendor(s) the second most qualified Vendor(s) may then be approached to develop a contract.

**Audit Packet:** Public inspection of the solicitation process will be made available during normal business hours in the RFP Facilitator's office (Fergus Falls, MN). Those requesting a printed, hard copy of the solicitation process will need to pay a twenty-five (\$25.00) service fee.

## **III.** Technical Specifications

A. **Scope of Work:** CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of student safety solutions, at consortium level discounted pricing. CPC is seeking one or all of the following student safety solutions: anonymous reporting, incident management and 24/7 monitoring services, and social-emotional learning tools to aid the current school climate. Solutions that serve the direct K-12 and Higher Ed markets are required,

however, solutions that may apply to cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency will be considered a value-add. A Vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire solution or for specific products or manufacturer categories.

**Objective:** Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a vendor from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will work closely with the Vendor to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Vendor.

CPC intends to award this solicitation to one or more vendors based on who can offer acceptable student safety solutions that can be of benefit to all participating agencies. Manufacturers may respond directly and will be required to identify regional suppliers to execute the contract as long as pricing is consistent in the tri-state area and designated suppliers adhere to the terms outlined in this solicitation.

CPC encourages providers of all manufacturers/brands to bid, providing the following criteria are met:

- 1. Pricing discounts offered on a full range of quality products and services.
- 2. Warranty protection.
- 3. Training and support, when applicable.
- 4. Installation, when applicable.
- 5. Guaranteed pricing discounts, held firm for the duration of the contract term.

Vendors who meet any or all of the mentioned above must complete the required documents in their indicated format to be considered a responsive and responsible vendor.

**B. Quantity History:** The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Student Safety Solutions is a new solicitation category being sought by CPC as a result of needs or participating agencies.

With CPC's intent to market the contract to participating and potential agencies and to possibly position the contract within the Express online marketplace, when applicable, it is CPC's belief that the program will continue to grow significantly throughout the course of the solicitation term, not to exceed four (4) years.

#### C. Terms and Conditions:

An attempt has been made to standardize the language used in this solicitation. The words "must", "shall", "mandatory" and the phrase "it is required" are used in connection with a mandatory specification. The words "should" and "may" are used in connection with a specification that is desirable.

#### General:

- 1. The Vendor must provide stakeholders with training and educational materials to effectively implement the any and all solutions proposed.
  - a. It is important that users know that the solution is more than just a "tipline", that adults are able and willing to help.
  - b. Training materials will include videos, FAQs, student and staff assemblies, best practice guides, download card templates, and parent and student letters.

- c. Training on the technology solution as well as educational materials ensures that all users are fully trained will be critical to the solutions success.
- 2. The Vendor must provide participating agencies who have non-emergency related questions, issues, and/or concerns with an efficient response; responding to agencies within 24 hours.

#### **Solution 1 - Anonymous Reporting:**

- 1. The solution shall provide a smartphone application, a hotline, or a website in the applicant's geographic area to provide a way for students, teachers, faculty, and community members to anonymously identify school violence threats.
  - a. Private two-way anonymous texting and sharing shall available.
- 2. The solution shall be secure and encrypted, providing participants with the guarantee of complete anonymity to fully report all potential concerns.
- 3. The Vendor shall provide a robust technology and training package to be provided to students, parents, faculty, and staff; available on multiple platforms.
- 4. The Vendor shall remain compliant with standards set forth in the Federal Educational rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPPA), and the Children's Online Privacy Protection Act (COPPA).
  - a. The Vendor will not capture personally identifiable information in any element of the reporting platforms.
  - b. Shall a participant provide personally identifiable information; the solution must employ multi-tiered permissions allowing only designated credentials to view such data.
  - c. Under guidelines outlined by FERPA, education institutions are required to protect all personally identifiable information contained in student educational records.
  - d. HIPPA compliance is critical for this solution in order to protect personal healthcare information that may arise during emergency situation management.
  - e. The solution must comply with COPPA as the majority of users will be comprised of students. COPPA gives parents control over what information is collected about their children online.
- 5. CPC will include FERPA, HIPPA, and COPPA compliance as requirements in the competitive solicitation process in selection of a Vendor.

### **Solution 2a - Incident Management**

- 1. The solution shall have real-time data and incident reporting.
- 2. The solution shall provide options for viewing, reporting, and data entry such as a smartphone application or website.
- 3. The solution shall provide workflow opportunities to alleviate and reduce paperwork between various departments that may be included in an incident.
- 4. The solution shall provide reporting tools allowing an agency to review and identify problem areas that need to be addressed.

#### Solution 2b - 24/7 Incident Monitoring Services

- 1. The solution shall have real-time anonymous communication capabilities.
- 2. The solution shall have an escalation feature that will allow the engagement of local law enforcement, first responders directly to the reporter in need of two-way live communication.
- 3. The solution should have a "broadcast" feature that will allow administrators to push important messages and notifications out to all users via an application. The application should be able to include long text, pictures, and video.

#### **Solution 3 – Social Emotional Learning (SEL) Tools:**

1. Provide faculty and staff with access to comprehensive social-emotional learning (SEL) tools.

- a. SEL is the process through which children and adults understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions (CASEL, 2020).
- 2. Provide programming that supports mental health and emotional resiliency.

#### **Student Safety Legislation:**

- 1. Minnesota §121A
- 2. North Dakota Century Code, Chapter 15.1-19
- 3. South Dakota Codified Law, Chapter 13-32

## **Pricing:**

- 1. The vendor must submit a cost proposal fully supporting one (1) or all solutions by cost and pricing data adequate to establish the reasonableness of the proposed fees.
- 2. Pricing for one (1) or all solutions must be clearly defined and outlined. Each solution shall have its own dedicated pricing proposal. Proposals shall include list price and the resulting CPC discounted member price.
  - a. Solution 1 Anonymous Reporting
  - b. Solution 2a Incident Management
  - c. Solutions 2b 24/7 Incident Monitoring Services
  - d. Solution 3 Social-Emotional Learning Tools
- 3. Pricing for all services must be clearly defined and outlined. Services include, but are not limited to professional development, training, setup, customization, monitoring services, etc.
- 4. The Vendor shall provide a breakdown of direct labor and overheard costs including the number of man-hours and applicable actual or average hourly rates is providing per hour service fees to support the proposed pricing schedule.
- 5. Travel and per diem costs, if any, shall be supported by breakdown including destination, duration and purpose.
- 6. Failure to break down any hourly costs or expenses may render the cost proposal as non-responsive.
- 7. Contract discounts and percentages must be held firm during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. The Vendor cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the Vendor will be responsible for full reimbursement for any overcharge to a participating agency.
- 8. New solutions and services, pertaining to the scope of this solicitation, may be added during the course of the contract term with notice, as outlined below. These solutions and services shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
- 9. CPC may accept a future claim from the Vendor that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing method used by the Vendor in their submission. The vendor must be able to verify the pricing calculation.
- 10. When a price list is revised, to add or delete solutions and services that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows: Request will be typed on the Vendor's letterhead and emailed to CPC;
  - a. It is filed with CPC, a minimum of 30 calendar days before the effective date of the proposed change;
  - b. It clearly identifies the items impacted by the change and the cause for the adjustment;

- c. It is accompanied by documentation acceptable to the Procurement Solutions Coordinator to warrant the change (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.).
- d. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.
- 11. CPC expects Vendors to offer their very best prices. If a Vendor offers lower prices to any participating agency outside of this contract, it must lower its prices under this contract at the same time by written notice, via email to CPC.
- 12. The Vendor shall invoice and deliver all solutions and services directly to the participating agencies.
- 13. All solutions and services must be 100% guaranteed.

#### **Ordering Methods:**

- 1. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
- 2. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
- 3. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 4. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.

#### **Advertising and Marketing:**

- 1. The Vendor will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
- 2. The Vendor will be able to assist in developing marketing materials that support the contract.
- 3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. Services offered must be appropriate and adequate to ensure a successful contract agreement.
- 4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.

# **Appendix A: Sales Report Template**

CPC operates on a fiscal year (July through June). The Vendor will receive a sales report template similar to that shown below. Fiscal quarters are outlined as:

July – September October – December January – March April – June

Vendor Name April - June 20XX Sales Report								
Purchasing Agency	City	State	Zip	Date of Purchase	Invoice Number	Invoice Amount Total USD	Administrative Fee	Member Savings Generated
						\$ -	\$ -	\$ -

# **Appendix B: New Vendor Implementation Checklist - Sample**

The following implementation checklist will commence once the Master Contract Agreement has been executed. Implementation and contract start-up is included as part of the evaluations that CPC conducts in regards to renewing a contract for an additional contract term.

Task De	scription	Target Completion	Completed By	
1. (	CPC Vendor Orientation	One Week	CPC & Vendor	
] 1	Discuss expectations			
] ]	Establish contacts, people and roles			
] ]	Discuss the reporting process and requirements			
]	Discuss sales and ordering process			
(	Outline kick-off plan; marketing needs			
	Establish Webinar training date			
	Vendor/Supplier Login Established - Express	One Week	Vendor	
	(if applicable)			
	Complete supplier initiation form			
	Complete supplier product template			
	Create a user account and user ID - communicate			
	to supplier			
	Sales Training and Roll Out	Two Weeks	CPC to Coordinate	
	CP Personnel Briefing; possible webinar training		Vendor	
	Marketing information sent to CPC			
	Web Development/Express Store (if		Vendor	
	applicable)	Two Weeks		
	Initiate IT contact	Three Weeks		
	Web store construction	Four Weeks		
	Web store final edit	Four Weeks		
	Product loaded into web store in Express	Five Weeks		
	Test Store Functionality	Five Weeks		
	Announce Store Availability	Tl XAZ l	CDC	
	Marketing General announcement	Three Weeks	CPC	
	Vendor profile page			
	vendor prome page Email signature logo			
	Email signature logo Email communication announcement			
	*All materials will be approved by Vendor prior to			
	disbursement			
	Marketing - Vendor	Four Weeks	Vendor	
	General announcement	Todi Weeks	, ciidoi	
	Sales/Account team training; contract highlights			
	including pricing schedule			
	0 F0			
	*All materials will be approved by CPC prior to			
	disbursement			
7. 1	Management Strategies	Eight Weeks	CPC & Vendor	
	Review kickoff and roll-out plan			
	Discuss and establish target communication			
	strategy			
8	Semi-Annual Evaluation and/or Annual	6 months or 11 months	CPC	
l 1	Evaluation			



#### **General Terms & Conditions**

Note, the Cooperative Purchasing Connection (CPC) may, from time to time, make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. Copies of the Terms and Conditions shall be provided to any individual or vendor. When responding to a solicitation, Vendors must certify that they have read the General Terms and Conditions and understand that they apply to all purchases of the resulting contract.

Assignment: Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation in the CPC consortium. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Vendor. The Vendor must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Vendor to make such connections should the Vendor want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

**Amendments:** This solicitation and the resulting contract shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, other than by written amendment signed by the Parties hereto.

**Audit:** Under applicable law, the Vendor will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Vendor. The Vendor will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both CPC and the Vendor. CPC will require refunding of the agencies involved if any difference in price is found and will also require payment of any administrative fees due as a result of sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

**Awarded Vendor:** The company or companies chosen by CPC to provide goods and/or services to CPC participating agencies through the solicitation process.

**Awards:** Awards will be made with reasonable promptness and by written notice to the successful Vendor; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation, and may not be withdrawn during this period without the express permission of CPC.

- 1. Awards shall be made to the Vendor whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or the solicitation as a whole, at the option of CPC. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its best interests.
- 2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Vendor meet the requirements outlined in the proposal and specification, and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly

understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Vendor from fulfilling all requirements and conditions of the contract.

- 3. Qualified or conditional offers which impose limitations of the Vendor's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
  - a. Rejected as being non-responsive, or
  - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
  - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counter-offers by CPC shall not constitute a precedent that shall be considered to be binding on successive solicitations or procurements.

- 4. CPC reserves the right to determine the responsibility of any Vendor for a particular procurement.
- 5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
- 6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Vendor specifically indicates otherwise in their response.
- 7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

**Byrd Anti-Lobbying Amendment:** If a project, as a result of this solicitation, is in excess of \$100,000, the Vendor certifies that it will not, and has not, used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an 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. The Vendor will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. The Vendor will ensure compliance herewith by Seller's subcontractors.

**Collusion:** For the goods, services or public work specified under this solicitation, Vendor confirms that the offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive solicitation in connection with the above proposal, and that all statements contained within the offer are true and correct. Collusion between Vendors is a cause for rejection of those respondents involved.

Confidential Information: CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Vendor submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the vendor submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Vendor's designation of data as "proprietary and confidential," the vendor shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any vendor regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

**Costs of Preparation:** All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Vendor. CPC will not reimburse any Vendor for such costs.

**Debarment and Suspension:** If within the past five (5) years, any Vendors that have been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state, or local government, the Vendor must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the debarment or suspension, the duration of the debarment or suspension, and the relevant circumstances relating to the debarment or suspension. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract.

**Default Contract:** The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

**Defects:** All products must be 100% guaranteed. Any product which is received damaged, found to be defective, or does not perform to the end-users' expectations must be replaced at the vendor's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

**Delivery:** Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear on the Vendor's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within five (5) calendar days. The decision of CPC, as to reasonable compliance with the delivery terms, shall be final. The burden of proof of delay in receipt of an order shall rest with the Vendor. No delivery charges shall be added to invoices except when authorized on the Purchase Order. All prices submitted are to be F.O.B. Destination, Freight Pre-Paid, and Allowed. Unless clearly stated otherwise by the respondent, prices submitted shall include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.

**Express Online Marketplace:** CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. A Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

**Entire Agreement:** The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any vendor receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

- 1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Vendor and the participating agency. This shall bind the Vendor to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Vendor.
- 2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on CPC and may be disregarded.

- 3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
  - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
  - b. Extended upon written authorization of CPC and accepted by the Vendor, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
  - c. Canceled by CPC following other provisions stated herein.
- 4. It is mutually understood and agreed that the vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
- 5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Vendor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Vendor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

**Federal Requirements:** The Vendor agrees, when working on any federally-assisted project with more than \$2,000.00 in labor costs for the construction, alteration, and/or repair, including painting and decorating, or a public building or public work, to comply with the Contract Work Hours and Safety Standards Act (40 USC) 3701 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR Parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (40 USC 3141), the Copeland "Anti-Kickback" Act (40 USC 3145 and USC 874) as supplemented in the Department of Labor regulation (29 CFR Part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor Regulations (41 CFR Part 60)).

In such projects, the Vendor agrees to post wage rates at the worksite and submit a copy of their payroll to the participating agency for their files. To comply with the Copeland Act, the Vendor must submit weekly payroll records to the participating agency. The Vendor must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to participating agencies that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor. In projects that are not federally funded, the Vendor must agree to meet any federal, state, or local requirements as necessary. In compliance with the federal regulations increases the contract costs beyond the agreed-on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this solicitation. The Vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

**Federal Uniform Guidance:** By entering into a contract, the Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq.

**Fiscal Year:** a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented because of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public

enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by a government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance under this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

**Governing Law:** This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

**Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

**Hold Harmless:** All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

**Insurance:** The Vendor shall purchase, maintain and <u>provide</u> certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent to CPC upon coverage renewal. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

- 1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
- 2. Automobile Liability: \$1,000,000 each occurrence
- 3. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor shall provide the COI with their submission.

Leasing and Rental Agreements: The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Note, the current leasing vendor may require a minimum purchase amount to begin the leasing process. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception.

**Marketing and Promotion:** Upon award and completion of the vendor orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership in its newsletters and will publish the contract and marketing information through hard copy marketing items (i.e. flyers, postcard) and electronic email. Contracts will also be promoted at applicable trade shows, conferences, and meetings regularly.

CPC may assist in the development of these materials if requested by the Vendor, but in all cases shall have the authority to review and approve any marketing materials. If a website is used, the link will be made available from the CPC and NDESC websites. Any web page or link, or other marketing tools shall be dedicated to CPC information only.

**Minority and Women-Owned Business:** CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Vendor agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

**New Agency Notification:** CPC will email the current participating agency list to the Vendor each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

**Non-Discrimination:** Any resulting contract for or on behalf of participating agencies, said Vendor agrees to:

- 1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- 2. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- 3. That a violation of this section is a misdemeanor; and
- 4. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**Notices:** Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the following addresses of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given, or (b) on the seventh (7th) day following the date such notice was posted, whichever occurs first.

**Ordering:** All orders will be executed by participating agencies, directly, with the Vendor. The Vendor will provide products and/or service(s) directly to the specified agency and invoice that agency directly. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.

**Patent Indemnification:** The Vendor agrees to hold harmless CPC, its successors, assigns, customers and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee or licensee.

**Participating Agency:** A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

**Party:** The name given to either organization who enters into a contractual agreement.

**Payment:** The participating agency using the contract agreement will make payments directly to the Vendor. Payment terms will be defined by the Vendor in their response. Vendors are encouraged to offer payment terms through procurement card (P Card) services, if applicable. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.

- 1. Where a question of quality is involved, payment in whole or part against which to chargeback any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.
- 2. Payments for used portion of inferior delivery will be made by the participating agency on an adjusted price basis.

**Payment; Invoices:** The Vendor shall submit invoices to the participating agencies clearly stating "Per CPC Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

**Prompt Payment:** Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

**Protests:** All protests pertaining to the specifications of the solicitation must be delivered in writing and received by the RFP Facilitator no later than 4:00 p.m. CT on the third (3) business day before the opening of proposals. A protest shall be filed no later than three (3) business days after the opening of the proposals or if the protest is based on subsequent action of CPC, not later than three (3) business days after the aggrieved person knows or should have knowledge of the fact giving rise to the protests. Protests of an award will only be accepted by Vendors who have submitted a response to the solicitation. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in the scoring by individual evaluators may not be protested. Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. Should such a protest reach arbitration and result in a loss, the Vendor will be borne to all costs, including CPC's legal fees. Protests shall include the following:

- 1. Name, address and telephone number of protester;
- 2. Original signature of the protester or its representative;
- 3. Identification of the solicitation by RFP number;
- 4. A detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested; and
- 5. Any protest review and action shall be considered final with no further formalities being considered.

**Qualified Respondent:** A Vendor that has submitted a proposal meeting the due date and time of the solicitation and has submitted all of the requested documents in their entirety in their required format(s).

**Recalls:** The Vendor shall notify CPC and their participating agencies immediately of any product recalls. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the agency's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the Vendor.

**Relationship of Parties:** No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Vendor is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

**Respondent:** A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

**Rights and Obligations Upon Termination:** Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Vendor must refrain from any activity which will create a negative relationship between participating agencies and CPC. Notification of termination to participating agencies shall not be made by the Vendor unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, it's structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The Vendor will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Vendor or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

**Risk of Loss:** Regardless of F.O.B., the Vendor) agree(s) to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery, and such loss or destruction shall not release the Vendor from any obligation hereunder.

**Safety Data Sheet (SDS):** Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state and local laws.

**Sales Representation and Marketing:** The Vendor agree(s) to provide identified sales/marketing representatives whom CPC can contact for sales and product information. The Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials, including, but not limited to:

- 1. Printed marketing materials;
- 2. Contract announcements and advertisements; and
- 3. On the Vendor's website.

**Sales Tax:** Sales and other taxes shall not be included in the prices quoted. The Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Vendor. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed

on another party as a result of or arising from the transactions contemplated by a Vendor resulting from this solicitation.

**Severability:** If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

**Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

**Substitutions:** The materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the particular specification prohibits substitution, vendors are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Vendor's letterhead attached to the pricing form. Vendors shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

**Termination:** In case of failure to deliver goods or provide services following the contract terms and conditions, CPC reserves the right to cancel and terminate any resulting contract, in part or whole, without penalty, whenever CPC determines that such termination is in the best interest of CPC and its participating agencies. CPC will give notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective, giving thirty (30) calendar days' written notice to the Vendor. The participating agency will only be required to pay the Vendor for goods and services delivered before termination and not otherwise returned following the Vendor's return policy. If the participating agency has paid the Vendor for goods and services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

Termination shall occur immediately upon any one of the following events with the Vendor:

- 1. Voluntary or involuntary bankruptcy or insolvency;
- 2. Failure to remedy a material breach to the terms and conditions of this solicitation;
- 3. Receipt of written information from any authorized agency finding activities the Vendor engaged in according to this solicitation to violate the law.

**Tri-State Area:** Defined as the three states participating in CPC (Minnesota, North Dakota and South Dakota) and their participating agencies.

**Value Added Attributes:** Attributes that a vendor can provide that assist in educating or providing additional service to CPC's participating agencies. This would include but is not limited to products/services, such as promotional items, participation in vendor shows, demonstration of products, training seminars, and the ability to integrate with CPC's Express online marketplace (if applicable).

**Vendor Orientation (CPC 101):** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.





## **Vendor Questionnaire** RFP #21.3 - Student Safety Solutions

#### **Instructions**

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

- 1. Read the document in its entirety.
- 2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
- 3. Complete all questions.
- 4. Save all pages in the correct order to a <u>single PDF format</u> titled "*Vendor Questionnaire Name of Company*".
- 5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled "Vendor Questionnaire - Name of Company":

- 1. Company Information
- 2. Qualifications & Experience
- 3. Marketing & Partnership
- 4. Financials & Level of Support
- 5. Industry-Specific Information
- 6. <u>References</u>
- 7. Additional Requirements\*

# **Company Information**

Name of Company:					
Company Address:					
City, State, Zip code:					
Website:					
Phone:					
Provide the following compar phone number(s).	ny contact	s that will be worki	ng with this anticipa	ted contra	ct. Include name, email and
	Name		Email		Phone
General Manager					
Contract Manager					
Sales Manager					
Marketing Manager					
<b>Customer Service Manager</b>					
Account Manager(s)					
List who will be responsible f	or receivi	ng updated member	ship lists.		
Name		Email	*	Phone	
List who will be responsible fo	or submit	ting sales reports ar	nd administrative fe	e payment	s every quarter.
Name		Email		Phone	
Lisa who will be responsible f	or conduc	cting audits as reque	ested by CPC.		
Name		Email	·	Phone	
Identify any business types/s	laccificati	one that your compa	nny holde *Suhmit	document	ation in DDE format to varify

 $Identify \ any \ business \ types/classifications \ that \ your \ company \ holds. \ *\underline{Submit \ documentation \ in \ PDF \ format \ to \ verify \ business \ status \ (see \ bid \ checklist).$ 

X	Busines	ss Type/Classification	
	8(a)	8(a) Qualified Business	
	DBE	Disadvantaged Business Enterprise	
	HUB	Historically Underutilized Business Zone	
	MBE	Minority-Owned Business Enterprise	
	MWBE	Minority Women-Owned Business Enterprise	
	SBE	Small Business Enterprise	
	Other; list name:		

X	Business Type/Classification				
	SDB	Small Disadvantaged Business			
	SDVOB	Service-Disabled Veteran Owned Business			
	SECTION 3	Section 3 Business Concern			
	SSV	Sole Source Vendor			
	VBE	Veteran-Owned Business Enterprise			
	WBE	Woman-Owned Business Enterprise			

# **Qualifications & Experience** (55 points)

- 1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.). Click or tap here to enter text.
- 2. Provide evidence of what your company is doing to remain viable in the ever-changing student safety industry. Click or tap here to enter text.
- 3. Describe what states your company has current operations in, how many clients are served and staffing levels. Click or tap here to enter text.
- 4. Describe how your company plans to handle participating agencies regarding workload capacity, pending solutions and services offered.

Click or tap here to enter text.

- 5. Describe your customer retention (i.e. customers who are served that continue to be repeat customers). Click or tap here to enter text.
- 6. Describe the number of agencies your organization, on average, provides Student Safety Solutions for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?

Click or tap here to enter text.

7.	Is your organization able to service all areas within CPC's tri-state area?					
	Yes	No				

If NO, explain why your organization is not able to service a particular area and/or state.

Click or tap here to enter text.

8. List the other contracts you have in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

Click or tap here to enter text.

9. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

Click or tap here to enter text.

10. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company.

Click or tap here to enter text.

11. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

Click or tap here to enter text.

## Marketing & Partnership (25 points)

1. Describe how your company markets directly to potential customers.

Click or tap here to enter text.

2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.

Click or tap here to enter text.

CII	ok of tap here to effect text.					
3.	Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.					
Cli	ck or tap here to enter text.					
4.	Describe how your company will position this contract to CPC's participating agencies if awarded.					
Cli	ck or tap here to enter text.					
5.	Describe how you plan to inform and train your personnel on the details and promotion of the contract.					
Cli	ck or tap here to enter text.					
Fi	Financials & Level of Support (30 points)					
	Describe how your organization works with agencies to determine payment terms.					
Cli	ck or tap here to enter text.					
2.	purchasing with a procurement card? Describe the fee charge, if applicable.					
	ck or tap here to enter text.					
	Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.					
	ck or tap here to enter text.					
4.	Indicate the level of support your company will offer on this contract category.					
	Pricing is the same as offered to individual education, government, and nonprofit agencies.  Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.  Pricing is better than what is offered to individual education, government, and nonprofit agencies.  Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.  Other, please describe					
	If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums: Click or tap here to enter text.					
<b>5.</b>	Is your company or any employee invested with service providers (i.e. Vendors/Contractors)?					
	Yes No					
	If YES, list what Vendors/Contractors the company and or employees have affiliations with.					

ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

6. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or

\_\_\_\_\_ Yes \_\_\_\_\_ No

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

Click or tap here to enter text.

7. Has your company	y been disbarred an	d or suspended in doing business within the United States?
Vac		N-
Yes		NO
If VFS list what states	s the reason for deh	parment and/or suspension and its effective dates.
Click or tap here to en		ar ment and/or suspension and its enective dates.
click of tap fiere to en	iter text.	
<b>Industry Spec</b>	rific Informa	tion (100 11)
muusu y spec	liic iiiivi iiia	LIUII (180 points)
1. Provide a narrativ	ve description of the	e solutions and services you are offering in your proposal.
Click or tap here to en	iter text.	
		mpany from your competitors. Describe your differences regarding sales,
	technology and prod	duct line.
Click or tap here to en	iter text.	
		cipients of anonymous reports. Describe if that recipient changes
		submission (i.e. app, hotline, website).
Click or tap here to en	iter text.	
		re included and supported with anonymous reporting (i.e. photos, video).
Click or tap here to en	iter text.	
E Calastian 1 Dans		
		rate and response process for anonymous reporting.
Click or tap here to en	iter text.	
6 Solution 1 - Descr	riha haw ananymau	s reports are recorded, tracked within the solution. Detail how, if any,
		nay apply to the solution and the anonymous report.
Click or tap here to en		and apply to the solution and the anony money of the
7. Solution 2a - Desc	cribe how your solu	tion streamlines incident management into a real-time solution for
agencies.	, , , , , , , , , , , , , , , , , , , ,	
Click or tap here to en	iter text.	
8. Solution 2a - Desc	cribe how your solu	tions handles data entry, reporting and workflows.
Click or tap here to en	iter text.	
9. Solution 2a - Desc	cribe any additional	l features that your solution provides.
Click or tap here to en	iter text.	
10. Solution 2b - Desc	ribe the team provi	iding 24/7 monitoring services and their training levels.
Click or tap here to en	iter text.	
	cribe the process tal	ken by your company to determine what and how concerns should be
escalated.		
Click or tap here to en	iter text.	
10.01.1		
12. Solution 2b - Once		the process and response time to local notification.
LUCK OF TON NORO TO ON	TOP TOWT	

click of tap here to enter text.

13. Solution 2b – Describe how your company handles or aids an agency in determining what level of concern shall include local law enforcement integration. Describe if that integration level is required or optional.

Click or tap here to enter text.

14. Solution 2b - Describe what resources, such as reporting tools and access to data is available to the agency.

Click or tap here to enter text.

15. Solution 3b - Describe in depth what social-emotional learning (SEL) tools and resources are available to agencies.

Click or tap here to enter text.

16. Describe what level of training and professional development is available to agencies, their staff, students, users for your solutions.

Click or tap here to enter text.

17. Describe how your company and its solutions meet the standards set forth in FERPA, HIPPA, and COPPA requirements.

Click or tap here to enter text.

18. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

Click or tap here to enter text.

## **Exceptions & Deviations** (10 points)

- 1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP. Click or tap here to enter text.
- 2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:
  - RFP section number and page number
  - Describe the exception
  - Explanation of why this is an issue
  - A proposed alternative to meet the needs of participating agencies and the cooperative

Click or tap here to enter text.

# References

Provide three (3) references that have purchased the Student Safety Solutions being proposed from your company within the last two (2) years. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. \*Note, please ensure your references are prepared to speak with a representative from CPC.

Reference #1 - Company Name

Service Level Purchased

Year of Purchase

**Reference Contact** 

**Phone** 

**Email** 

Click or tap here to enter text.

Reference #2 - Company Name

Service Level Purchased

**Year of Purchase** 

**Reference Contact** 

Click or tap here to enter text.

Phone Email	Click or tap here to enter text. Click or tap here to enter text.
Reference #3 - Company Name	Click or tap here to enter text.
Service Level Purchased	Click or tap here to enter text.
Year of Purchase	Click or tap here to enter text.
Reference Contact	Click or tap here to enter text.
Phone	Click or tap here to enter text.
Email	Click or tap here to enter text.

# **Additional Requirements**

As required by CPC, submit the following additional items as individual PDFs as outlined below:

1. Exhibit A – Marketing Plan – Name of Company (20 points)

Submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor's website.

# 2. Exhibit B - Letter/Line of Credit - Name of Company

Attach a letter from a business' chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. "Credit in the low six (6) figures" or "a credit line exceeding five (5) figures"). The Letter/Line of Credit will be deemed "Confidential". This letter/line of credit is a requirement to determine the financial stability of the company.



# **Vendor Forms & Signatures** RFP #21.3 - Student Safety Solutions

### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the <u>required forms</u>, follow these steps:

- 1. Read the document in its entirety.
- 2. Complete all questions and forms.
- 3. Save all pages in the correct order to a <u>single PDF format</u> titled "*Vendor Forms & Signatures Name of Company*".
- 4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Vendor Forms & Signatures - Name of Company":

- 1. Addendum Acknowledgement
- 2. Contract Offer & Award
- 3. Uniform Guidance "EDGAR" Certification Form
- 4. Subcontractor Utilization Form
- 5. Solicitation Checklist

# Addendum Acknowledgement

**Instructions:** Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each	addendum	received):
Addendum No. 1		Addendum No. 5
Addendum No. 2		Addendum No. 6
Addendum No. 3	$\Box$	Addendum No. 7
Addendum No. 4		Addendum No. 8
I understand that failure to confirm receipt of addenda may	cause for rej	ection of this response.
	Authorized S	Signature
	Date	
<b>Acknowledgment:</b> I hereby acknowledge that no adde understand that failure to confirm this acknowledgment may		
	Authorized S	Signature



# **Contract Offer & Award**

**Instructions:** Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name	Date
Address	City, State, Zip
Contact Person	Title
Authorized Signature	Title
Email	Phone

# Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency			
Authorized			
Representative			
пертезениите			
Name Printed or Typed			
Awarded this	day of	Contract Number	
Contract to Commence	3		

# Uniform Guidance "EDGAR" Certification Form 200 CRF Part 200

**Instructions:** When a purchasing 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, referred to as the "Uniform Guidance" or new "EDGAR". All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor's willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

# 1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor's return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency's provision shall control.

# 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract 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.

# 4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply 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, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at <a href="www.wdol.gov">www.wdol.gov</a>. 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 wage determination.

Vendor further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

# 5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### 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 sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "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.

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

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

# 8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 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 contain 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 the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the 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 state statutory or regulatory authority other than Executive Order 12549.

# 9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 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 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

# **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.

### 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 CFRR 200.323(b). When required by a participating agency, the 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 the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

### 12. General Compliance 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 agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By <u>initialing the table</u> (1-12) and <u>signing below</u> , I certify that complete and accurate and that I am authorized by my busing consents and agreements contained herein.		
Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		
Name of Business		
Signature of Authorized Representative		
Printed Name/Title		
Date		

# Subcontractor Utilization Form

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name:	
Solicitation Number:	
Vendor Name:	
If a subcontractor will not be	used, check this box:
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Contact:	
Services to be provided:	
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Contact:	
Services to be provided:	
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Contact:	
Services to be provided:	

# **Solicitation Checklist**

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (<a href="www.publicpurchase.com">www.publicpurchase.com</a>). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
	Performance Bond of \$2,500 (Copy)	Submit as PDF
	Pricing – Solution 1 – Name of Company	Submit as PDF
	Pricing – Solution 2a – Name of Company	Submit as PDF
	Pricing – Solution 2b – Name of Company	Submit as PDF
	Pricing – Solution 3 – Name of Company	Submit as PDF
	Vendor Questionnaire – Name of Company	Submit as PDF
	Exhibit A – Marketing Plan – Name of Company	Submit as PDF
	Exhibit B – Letter/Line of Credit – Name of Company	Submit as PDF
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
	Certificate of Insurance – Name of Company	Submit as PDF
	Additional Information – as required  • Business Type Certificate (See Vendor Questionnaire)	Submit as PDF

**IMPORTANT:** All items <u>must be</u> submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents <u>will not be accepted</u>. Double-check your uploaded documents for completion prior to submission.

Authorized Signature		
Printed Name/Title		
Date		

From: Public Purchase
To: Lisa Truax

**Subject:** Public Purchase - RFP #21.3 - Student Safety Solutions Closed Notification

**Date:** Wednesday, July 15, 2020 10:00:03 AM

Lisa M Truax:

The bid RFP #21.3 - Student Safety Solutions has closed on Jul 15, 2020 9:00:00 AM MDT

To see more details on this bid go to

http://www.publicpurchase.com/gems/bid/bidView?bidId=127942

Thank you for using Public Purchase.

MK= kx7h1oXJDFNi6Im/tffyxQ==

**Notifications Report** 

Agency Bid Number **Cooperative Purchasing Connection** 

127942

**Student Safety Solutions Bid Title** 

Vendor Name	State	Invitation	Date	Email	Reason
ACP CreativIT	IL	Classification	2020-06-15 08:48:00	quotes@arlingtoncp.com	Bid Notification
ACT, Inc.	IA	Classification	2020-07-09 09:55:40	proposals@act.org	Bid Notification
Active Parenting Publishers Inc	GA	Classification	2020-06-15 08:48:00	sales@appatlanta.com	Bid Notification
Bal's LLC	CA	Classification	2020-06-15 08:48:00	karan@balsits.com	Bid Notification
CDW Government LLC	IL	Classification	2020-06-15 08:48:00	bids@cdwg.com	Bid Notification
Cerebellum Corporation	CA	Classification	2020-06-15 08:48:00	brena@cerebellum.com	Bid Notification
CJIS GROUP LLC	FL	Classification	2020-06-15 08:48:00	region1@cjisgroup.com	Bid Notification
Creations Plus	NY	Classification	2020-06-15 08:48:00	bids@econocrafts.com	Bid Notification
Dakota Academic Consulting	SD	Classification	2020-06-15 13:06:00	bonnie@dacinc.com	Bid Notification
DirSec, Inc.	CO	Classification	2020-06-15 08:48:00	lou@dirsec.com	Bid Notification
Edmentum	MN	Classification	2020-06-15 08:48:00	devon.davidson@edmentum.com	Bid Notification
Elementari, LLC	AZ	Classification	2020-06-15 08:48:00	nicole.kang@elementari.io	Bid Notification
ETA hand2mind	IL	Classification	2020-06-15 08:48:00	cvanco@hand2mind.com	Bid Notification
FireFly Computers	MN	Classification	2020-06-15 08:48:00	contracts@fireflycomputers.com	Bid Notification
Fun and Function	PA	Classification	2020-06-15 08:48:00	shoff@funandfunction.com	Bid Notification
Gaggle	IL	Classification	2020-06-15 08:48:00	jrobertson@gaggle.net	Bid Notification
Intelligent Technology Solutions	TX	Classification	2020-06-15 08:48:00	rahmadi@its-itsm.com	Bid Notification
JFL Enterprises Inc.	NC	Classification	2020-06-15 08:48:00	marshall.ward@failurefree.com	Bid Notification
Karen Lytle Sumpter - Consultant	OR	Classification	2020-06-15 08:48:00	alatea@gmail.com	Bid Notification
Lectorum Publications, Inc.	NJ	Classification	2020-06-15 08:48:00	arodriguez@lectorum.com	Bid Notification
LoneStar Tracking., LLC	TX	Classification	2020-06-15 08:48:00	rkelley@lonestartracking.com	Bid Notification
MCD Solutions Inc.	MN	Classification	2020-06-15 08:48:00	jlee@mcdsolutions.biz	Bid Notification
MGT of America Consulting, LLC	FL	Classification	2020-06-15 08:48:00	rcvrfp@mgtamer.com	Bid Notification
myON LLC	MN	Classification	2020-06-15 08:48:00	contracts@myON.com	Bid Notification
ORIGO Education, Inc	MO	Classification	2020-06-15 08:48:00	adoption@origomath.com	Bid Notification
PCM Inc	CA	Classification	2020-06-15 08:48:00	steven.lubom@TigerDirect.com	Bid Notification
PCMG, Inc.	VA	Classification	2020-06-15 08:48:00	sledbids@pcmg.com	Bid Notification
Renaissance Learning, Inc.	WI	Classification	2020-06-15 08:48:00	askproposals@renaissance.com	Bid Notification
RIIBC INC	NY	Classification	2020-06-15 08:48:00	ralmog@riidllc.com	Bid Notification
RL CONSULTANTS, INC.	CA	Classification	2020-06-15 08:48:00	LIZ.RLCONSULTANTS@GMAIL.COM	Bid Notification
Royal Media Network	MD	Classification	2020-06-15 08:48:00	jojo@royalimagingsolutions.com,eddi	Bid Notification
Troyal Media Network	1.10	Glassification	2020 00 15 00.10.00	e@royalimagingsolutions.com,kristoff	Dia Notification
				erson@royalimagingsolutions.com,PI	
				A@ROYALIMAGINGSOLUTIONS.COM,	
				Evado@royalimagingsolutions.com,ch	
				ristian.a@royalimagingsolutions.com,	
				regielynne@royalimagingsolutions.co	
				m,john.rick@royalimagingsolutions.c	
				om,khrissaliz@royalimagingsolutions	
				.com	
Royal Media Network Inc.	MD	Classification	2020-06-15 08:48:00	lorence@royalimagingsolutions.com	Bid Notification
Softchoice Corporation	IL	Classification	2020-06-15 08:48:00	sledus@softchoice.com	Bid Notification
Solix, Inc.	NJ	Classification	2020-06-22 21:27:02	Solutions@solixinc.com	Bid Notification
System Soft Technologies	FL	Classification	2020-06-15 08:48:00	neha.desai@sstech.us	Bid Notification
Tel/Logic Inc.	NY	Classification	2020-06-17 16:06:00	jhimsworth@e-ratecentral.com	Bid Notification
The Master Teacher	KS	Classification	2020-06-15 08:48:00	bids@masterteacher.com	Bid Notification
Ultra Inc	SD	Classification	2020-06-15 08:48:00	gcornell@connectingpoint.biz	Bid Notification
W. Oscar Neuhaus Memorial	TX	Classification	2020-06-15 08:48:00	lshepherd@neuhaus.org	Bid Notification
Foundation					
WestEd	CA	Classification	2020-06-15 08:48:00	staterfp@wested.org	Bid Notification
1		Classification		1 - 0	Bid Notification

**Access Report** 

Agency Cooperative Purchasing Connection

Bid Number 21.3

Bid Title Student Safety Solutions

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
Scenario Learning DBA Vector Solutions	2020-06-24 01:25 PM CDT	2020-07-13 07:51 AM CDT	RFP #21.3 - Vendor Forms & Signatures.pdf RFP #21.3 - Vendor Questionnaire.docx RFP #21.3 - General Terms and Conditions.pdf RFP #21.3 - Student Safety Solutions.pdf	Acceptance 2 and
School Wholesale Supplies LLC	2020-07-06 02:16 AM CDT	2020-07-06 02:16 AM CDT		
Netsweeper Inc.	2020-06-16 05:02 PM CDT	2020-07-15 10:01 AM CDT	RFP #21.3 - Vendor Questionnaire.docx RFP #21.3 - Vendor Forms & Signatures.pdf RFP #21.3 - General Terms and Conditions.pdf RFP #21.3 - Student Safety Solutions.pdf	2020-07-15 09:59 AM CDT
E-rate Elite Services, Inc	2020-07-01 01:31 PM CDT	2020-07-01 01:31 PM CDT	RFP #21.3 - Student Safety Solutions.pdf	
North America Procurement	2020-06-17 05:09 AM CDT	2020-06-18 03:43 AM CDT	RFP #21.3 - Student Safety Solutions.pdf	
Council Inspirit Group, LLC dba STOPit Solutions	2020-06-15 12:26 PM CDT	2020-07-15 08:17 AM CDT	RFP #21.3 - Student Safety Solutions.pdf RFP #21.3 - General Terms and Conditions.pdf RFP #21.3 - Vendor Forms & Signatures.pdf RFP #21.3 - Vendor Questionnaire.docx	2020-07-15 08:10 AM CDT
Gaggle	2020-06-15 09:59 AM CDT	2020-07-15 10:12 AM CDT	RFP #21.3 - Vendor Questionnaire.docx RFP #21.3 - Vendor Forms & Signatures.pdf RFP #21.3 - General Terms and Conditions.pdf RFP #21.3 - Student Safety Solutions.pdf	
Dodge Data & Analytics	2020-06-15 12:23 PM CDT	2020-07-14 02:52 PM CDT		
L&L Supplies	2020-07-06 08:28 AM CDT	2020-07-07 07:25 PM CDT	RFP #21.3 - Vendor Forms & Signatures.pdf RFP #21.3 - Vendor Questionnaire.docx RFP #21.3 - General Terms and Conditions.pdf RFP #21.3 - Student Safety Solutions.pdf	
Cyrun	2020-06-18 09:41 AM CDT	2020-06-18 09:46 AM CDT	RFP #21.3 - Vendor Forms & Signatures.pdf RFP #21.3 - Vendor Questionnaire.docx RFP #21.3 - General Terms and Conditions.pdf RFP #21.3 - Student Safety Solutions.pdf	
Onvia	2020-06-15 01:38 PM CDT	2020-07-13 01:21 PM CDT	RFP #21.3 - Vendor Questionnaire.pdf RFP #21.3 - Student Safety Solutions.pdf RFP #21.3 - General Terms and Conditions.pdf RFP #21.3 - Vendor Questionnaire.docx RFP #21.3 - Vendor Forms & Signatures.pdf	
SO	2020-06-15 05:29 PM CDT	2020-06-15 05:29 PM CDT		
Ultra Inc.	2020-06-15 09:53 AM CDT		RFP #21.3 - Vendor Forms & Signatures.pdf RFP #21.3 - Vendor Questionnaire.docx RFP #21.3 - General Terms and Conditions.pdf RFP #21.3 - Student Safety Solutions.pdf	
FivePoint Solutions	2020-06-24 05:48 AM CDT	2020-07-15 09:40 AM CDT	RFP #21.3 - Vendor Questionnaire.docx RFP #21.3 - Vendor Forms & Signatures.pdf RFP #21.3 - General Terms and Conditions.pdf RFP #21.3 - Student Safety Solutions.pdf	2020-07-15 09:39 AM CDT

Gaggle.Net, Inc.	2020-06-17 08:26 AM CDT	2020-07-14 04:26 PM CDT	RFP #21.3 - Student Safety Solutions.pdf RFP #21.3 - Vendor Forms & Signatures.pdf RFP #21.3 - Vendor Questionnaire.docx RFP #21.3 - General Terms and Conditions.pdf	2020-07-14 04:10 PM CDT
CDI Computer Dealers Inc.	2020-07-10 12:26 PM CDT	2020-07-10 12:32 PM CDT		
SmartProcure	2020-06-16 07:19 AM CDT		RFP #21.3 - Vendor Forms & Signatures.pdf RFP #21.3 - Vendor Questionnaire.docx RFP #21.3 - General Terms and Conditions.pdf RFP #21.3 - Student Safety Solutions.pdf	
Alice Training Institute	2020-06-17 08:33 AM CDT	2020-06-17 08:33 AM CDT	RFP #21.3 - Student Safety Solutions.pdf	
Securly	2020-06-16 11:04 AM CDT	2020-07-15 10:17 AM CDT	RFP #21.3 - Vendor Questionnaire.docx RFP #21.3 - General Terms and Conditions.pdf RFP #21.3 - Vendor Forms & Signatures.pdf RFP #21.3 - Student Safety Solutions.pdf	2020-07-15 09:42 AM CDT
Espyr	2020-06-22 07:35 AM CDT	2020-06-22 07:35 AM CDT		
WestEd	2020-06-15 02:26 PM CDT		RFP #21.3 - Student Safety Solutions.pdf	
CJIS GROUP LLC	2020-06-16 06:59 AM CDT	2020-06-17 06:51 PM CDT	RFP #21.3 - Student Safety Solutions.pdf	
True North Consulting Group, LLC	2020-07-06 11:46 AM CDT	2020-07-06 11:52 AM CDT	RFP #21.3 - Vendor Forms & Signatures.pdf RFP #21.3 - Vendor Questionnaire.docx RFP #21.3 - General Terms and Conditions.pdf RFP #21.3 - Student Safety Solutions.pdf	
MGT of America Consulting, LLC	2020-06-15 09:50 AM CDT	2020-06-15 09:50 AM CDT		

# Opening Record

RFP #21.3 - Student Safety Solutions

July 15, 2020 Date

10:24 a.m. CT

Time

Request for Proposal

Docusigned by: Lisa Max

---- 9AB8C86EB0B9422...

Loni Mittustadt DD897E94AF8243D... -- DocuSigned by:

Lori Mittelstadt, CPC Assistant

Lisa Truax, Procurement Solutions Coordinator

Company Responding	[Five Point Solutions]	[Gaggle]	[Inspirit Group dba: StopIt]	[NetSweeper, Inc.}	[Securly]
Copy of Bid Bond - \$2,500 $Yes/No$	Yes	Yes	Yes	No	No
Certificate of Insurance Yes/No	Yes	Yes	Yes	No	Yes
<b>Pricing – Solutions 1, 2 a/b, 3</b> <i>Yes/No</i>	Yes (All)	Yes (1, 2b and 3)	Yes (All)	Yes	Yes (All)
<b>Vendor Forms &amp; Signatures</b> <i>Yes/No</i>	Yes	Yes	Yes	No	No
<b>Vendor Questionnaire</b> <i>Yes/No</i>	Yes	Yes	Yes	No	No
Exhibit A – Marketing Plan Yes/No	Yes	Yes	Yes	No	No
Exhibit B - Letter/Line of Credit $Yes/No$	Yes	Yes	Yes	No	No
Additional Information Business Type Certificate If applicable, submit as PDF					
Catalogs *PDF format, must include price list					
0ther		Proposal	Response Launch Kit		
Qualified (Responsive) Respondent Yes/No	Yes	Yes	Yes	No	No



August 7, 2020

Five Point Solutions, LLC Attn: Cicero Lucas, CEO 204 Caughman Farm Lane, Suite 201 Lexington, SC 29072

# Request for Proposal #21.3 - Student Safety Solutions

Dear Cicero Lucas:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for RFP #21.3 – Student Safety Solutions.

Following the RFP guidelines and the statutes on competitive bidding requirements, the proposal submitted has been rejected because of the following reason(s):

1. Failure to submit the Vendor Questionnaire.
Upon submission, Five Point Solutions only submitted a portion of its Vendor Questionnaire.

We want to thank you for your proposal and your interest in this RFP, and I look forward to your participation in future RFPs for similar engagements.

Should you have any questions about this matter, please feel free to contact me.

Sincerely,

Lisa M. Truax | Procurement Solutions Coordinator

**Cooperative Purchasing Connection** 



# **Cooperative Purchasing Connection**

Tabulation Report RFP #21.3 - Student Safety Solutions Vendor: Gaggle.Net, Inc.

### **General Comments:**

General Attachments: Exhibit A - Marketing Plan - Gaggle.pdf

Gaggle Insurance Certificate - Gaggle.pdf

Gaggle Performance Bond.pdf Confidential

Pricing - Solution 1 - Gaggle.pdf Pricing - Solution 2b - Gaggle.pdf Pricing - Solution 3 - Gaggle.pdf RFP 21.3 - Proposal - Gaggle.pdf

RFP 21.3 - Vendor Forms - Signatures - Gaggle.pdf RFP 21.3 - Vendor Questionnaire - Gaggle.pdf



CCRUZ

# **CERTIFICATE OF LIABILITY INSURANCE**

7/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

th	nis certificate does not confer rights t	o the	cert	ificate holder in lieu of su							
PRO	DUCER				CONTA NAME:	ст Christi C	ruz				
Clemens & Associates, Inc.				PHONE (A/C, No, Ext): (309) 662-2100 1237 FAX (A/C, No): (309) 665-4157							
	6 E Empire omington, IL 61704					ss: cmcruz@			(140, 110). (	,	
					ADDRE			RDING COVERAGE			NAIC#
						RA: The Tra		RDING COVERAGE			27998
INSU	JRED				INSURE	R в : Travele	r''s insurai	100			19038
	Gaggle.Net, Inc.				INSURE	RC:					
	PO Box 1352 Bloomington, IL 61702				INSURE	R D :					
	Bloomington, IL 01702				INSURE	INSURER E:					
					INSURE	RF:					
СО	VERAGES CER	TIFIC	CATE	NUMBER:				<b>REVISION NUM</b>	IBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICII IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY	REQUI PER	REMI	ENT, TERM OR CONDITION THE INSURANCE AFFORM	N OF A	NY CONTRAC	CT OR OTHER	R DOCUMENT WIT BED HEREIN IS SU	H RESPE	CT T	O WHICH THIS
	XCLUSIONS AND CONDITIONS OF SUCH				BEEN F						
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENC		\$	1,000,000
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								PERSONAL & ADV I	NJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG	SATE	\$	2,000,000
	POLICY PRO-							PRODUCTS - COMP		\$	2,000,000
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE	LIMIT	\$	1,000,000
	ANY AUTO			BA-2N958977-19		7/1/2020	7/1/2021	(Ea accident)		Ť	
	OWNED SCHEDULED AUTOS			DA-2N9509/7-19		77172020	7/1/2021	BODILY INJURY (Pe		\$	
						BODILY INJURY (Pe		r accident)	\$		
	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	,_	\$	
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В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER STATUTE	OTH- ER		
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA E	MPLOYEE	\$	1,000,000
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Α	TECH/E&O			ZPL61M87326		7/1/2020	7/1/2021	Limit			1,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	ACORI	0 101. Additional Remarks Schedu	ıle, mav h	e attached if mor	e space is requi	red)			
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Cooperative Purchasing Connection				ACC	ORDANCE WI	TH THE POLI	CY PROVISIONS.	. **:LL [		ELIVERED IIV	
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# **Vendor Questionnaire** RFP #21.3 - Student Safety Solutions

### **Instructions**

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

- 1. Read the document in its entirety.
- 2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
- 3. Complete all questions.
- 4. Save all pages in the correct order to a <u>single PDF format</u> titled "*Vendor Questionnaire Name of Company*".
- 5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled "Vendor Questionnaire - Name of Company":

- 1. Company Information
- 2. Qualifications & Experience
- 3. Marketing & Partnership
- 4. Financials & Level of Support
- 5. Industry-Specific Information
- 6. References
- 7. Additional Requirements\*

# **Company Information**

Name of Company: Gaggle.Net, Inc.

**Company Address:** 2205 E. Empire, Suite B

City, State, Zip code: Bloomington, IL 61704

Website: www.gaggle.net

**Phone:** 800-288-7750

Provide the following company contacts that will be working with this anticipated contract. Include name, email and

phone number(s).

	Name	Email	Phone
General Manager	Jeremy Robertson	jeremy@gaggle.net	800-288-7750
Contract Manager	Jennie Eft	jennie@gaggle.net	800-288-7750
Sales Manager	Gretchen Thompson	gretchen@gaggle.net	800-288-7750
Marketing Manager Paget Hetherington		paget@gaggl.net	800-288-7750
<b>Customer Service Manager</b>	Vanessa Beavers	vanessa@gaggle.net	800-288-7750
Account Manager(s)	Amber Aplington-Johnson	amber@gaggle.net	800-288-7750
	Marie Polzer	marie@gaggle.net	800-288-7750
	Jacob Huss	jacob@gaggle.net	800-288-750

List who will be responsible for receiving updated membership lists.

Name	Email	Phone
Jennie Eft	jennie@gaggle.net	800-288-7750

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone	
Jennie Eft	jennie@gaggle.net	800-288-7750	

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Jennie Eft	jennie@gaggle.net	800-288-7750

Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status (see bid checklist).

X	<b>Business Type/Classification</b>			
	8(a)	8(a) Qualified Business		
	DBE	Disadvantaged Business Enterprise		
	HUB	Historically Underutilized Business Zone		
	MBE	Minority-Owned Business Enterprise		
	MWBE	Minority Women-Owned Business Enterprise		
	SBE Small Business Enterprise			
	Other; list name:			

X	Business Type/Classification		
	SDB	Small Disadvantaged Business	
	SDVOB	Service-Disabled Veteran Owned Business	
	SECTION 3	Section 3 Business Concern	
X	SSV	Sole Source Vendor	
	VBE	Veteran-Owned Business Enterprise	
	WBE	Woman-Owned Business Enterprise	

# **Qualifications & Experience** (55 points)

1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

Gaggle has been the leader in providing a safe email and document environment for children for more than 20 years. Unlike our competitors who have just entered this market over the last several years, our solutions have been proven successful in saving thousands of lives. In addition,

2. Provide evidence of what your company is doing to remain viable in the ever-changing student safety industry. We constantly strive to innovate to provide the best safety solution. We do not just analyze email—we have been analyzing attachments, Google Drive, and Microsoft OneDrive for years. We also analyze Google Hangouts, Microsoft Teams, and Yammer so that you do not have to fear using these powerful tools with your students. Our competitors are trying to build

these tools right now while we continue to enhance what has been working for our customers for years.

Gaggle also leads the way in analyzing images as well as protecting schools and children from sexually explicit content. Our proprietary anti-pornography scanner locates the images, which we then quarantine from your drive so that you do not have to deal with the liability of housing explicit content on school-issued resources. This solution is only available at Gaggle, further demonstrating our commitment to innovate and solve our customers' problems while keeping children safe.

- 3. Describe what states your company has current operations in, how many clients are served and staffing levels. Gaggle currently has 1,400 customers, protecting approximately 5 million students across all 50 states. We have over 200 employees that work to provide our Gaggle services.
- 4. Describe how your company plans to handle participating agencies regarding workload capacity, pending solutions and services offered.

Gaggle's cloud-based solution is designed to scale to handle increased workload and services offered. We have taken the following measures to ensure we are prepared for any increases and will continue in the future.

**Optimization:** Gaggle's engineers have worked diligently to improve performance in the back-end systems that scan content for threats, incidents, and other concerns. These optimizations significantly reduce the amount of time content spends inside Gaggle before being passed along on its route to you.

**Scaling:** Gaggle uses autoscaling where possible and we are improving upon this, enhancing our architecture's ability to automatically grow along with the traffic that we are seeing. This will allow us to tackle traffic loads far greater than we saw even during the end of this last school year.

**Modernization:** Gaggle has been working throughout the past year to innovate and rearchitect much of the technology we use to make our service more stable and more performant. These efforts are largely responsible for our ability to handle a 600% traffic increase without turning away mail at the gates; now, we're looking at ways to further modernize our infrastructure and the tools we use to manage it. This means better systems management tools, better monitoring, and innovating by using newer, more optimized components in our various environments. All of this combined will mean better stability and performance, and more visibility for our teams to proactively address issues.

**Expansion:** In addition to all of the above, we're expanding our base technology footprint to allow us to process the kinds of traffic we anticipate—even in advance of any automatic scaling that may occur. As we expect an increased reliance upon distance learning in the coming school year, we're making sure our applications are ready for more traffic than we've seen even thus far.

- **5. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).** Gaggle has an extremely high retention rate with our customers. For the 2019-20 year, our renewal rate was over 93%.
- 6. Describe the number of agencies your organization, on average, provides Student Safety Solutions for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?

daggie provides of	ui Saiety Management Se	rvices to 20 districts in CPC's tri-state area.
7. Is your organ	ization able to service a	ıll areas within CPC's tri-state area?
X Y	´es	No

### If NO, explain why your organization is not able to service a particular area and/or state.

Click or tap here to enter text.

# 8. List the other contracts you have in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

Members can use national agreements that Gaggle has with NCPA, TIPS or BuyBoard.

# 9. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

Gaggle has several regional/state educational cooperative contracts that include CPC, ESD 105, ESCNJ, PEPPM, Monroe 1 BOCES, MSPLIP, WI CESA, CO BOCES, and MassCUE. Gaggle holds several national cooperative contracts that include NCPA, TIPS, 1GPA, and BuyBoard.

# 10. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company.

Gaggle offers numerous Safety Services specifically designed for K-12. If a district purchases our full-package of Gaggle Safety Management for G-Suite or Microsoft 0365, they are eligible to receive our SpeakUp Tipline and Web Filter Support services free of charge.

# 11. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

N/A

# Marketing & Partnership (25 points)

### 1. Describe how your company markets directly to potential customers.

Gaggle markets to our potential customers through email campaigns, industry publications, webinars, blog posts, email campaigns, success story videos.

# 2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.

Gaggle has had numerous successful sales campaigns on topics that are of interest for K-12. Those include marketing collateral, webinars, videos, and email campaigns.

3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.

Gaggle participates in numerous tradeshows and conferences across the country. We have Sales Reps and Sales Leadership located across the country to be able to easily attend these events.

# 4. Describe how your company will position this contract to CPC's participating agencies if awarded.

Gaggle Sales Representatives will present this contract as an option for participating agencies. Additionally, we will post the information on our website.

# 5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.

Gaggle's Director of Sales Operations will train and document the appropriate personnel in regards to the details on this contract.

# Financials & Level of Support (30 points)

### 1. Describe how your organization works with agencies to determine payment terms.

Gaggle works with districts on payment terms that work with their budgets/fiscal years. Our payment terms are Net 30. We offer 12-month and pro-rated billing options.

2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for
purchasing with a procurement card? Describe the fee charge, if applicable.
We currently do not accept payment by procurement card.
3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a
dealer network and how they will be involved.

Gaggle's Sales Representative will provide a quote to the agency. Once that has bee approved by the agency, we will issue

Pricing is better than what is offered to individual education, government, and nonprofit agencies.  Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments. Other, please describe  If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:  Click or tap here to enter text.  5. Is your company or any employee invested with service providers (i.e. Vendors/Contractors)?	4. Indicate the level of support your company will offer on this contract category.
Click or tap here to enter text.  5. Is your company or any employee invested with service providers (i.e. Vendors/Contractors)?  Yes X No  If YES, list what Vendors/Contractors the company and or employees have affiliations with.  Click or tap here to enter text.  5. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?  Yes X No  If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.  Click or tap here to enter text.	<ul> <li>Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.</li> <li>Pricing is better than what is offered to individual education, government, and nonprofit agencies.</li> <li>Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.</li> </ul>
	If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums: Click or tap here to enter text.
If YES, list what Vendors/Contractors the company and or employees have affiliations with.  Click or tap here to enter text.  6. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?	5. Is your company or any employee invested with service providers (i.e. Vendors/Contractors)?
Click or tap here to enter text.  5. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?  Yes X No  If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.  Click or tap here to enter text.  7. Has your company been disbarred and or suspended in doing business within the United States?	
ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?  Yes X No  If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.  Click or tap here to enter text.  7. Has your company been disbarred and or suspended in doing business within the United States?	Click or tap here to enter text.
If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.  Click or tap here to enter text.  7. Has your company been disbarred and or suspended in doing business within the United States?	
which may affect the performance of the services.  Click or tap here to enter text.  7. Has your company been disbarred and or suspended in doing business within the United States?	Yes X No
	If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.  Click or tap here to enter text.
	7. Has your company been disbarred and or suspended in doing business within the United States?
	Yes X No  If YES, list what states, the reason for debarment and/or suspension and its effective dates.

# **Industry Specific Information** (180 points)

Click or tap here to enter text.

an invoice to the district via email.

1. Provide a narrative description of the solutions and services you are offering in your proposal.

Gaggle offers several tools that all specialize in digital student safety: Our SpeakUp for Safety Tipline, Gaggle Safety Management for G-Suite/0365, Web filter support, Teletherapy services, Professional development, and Archiving/backup services.

2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, training, technology and product line.

Gaggle has been providing safety solutions specifically designed for K-12 since 1999. Our differentiators:

- We have a team of specially trained representatives, located in the United States, that review content for inappropriate/dangerous content.
- No other solution blocks content from being delivered to the recipient.
- Our solution includes our proprietary anti-pornography scanner.
- Our Quarantine feature will remove child pornography from your Google Drive accounts and store them so they are not on your accounts.

# 3. Solution 1 – Describe who are the recipients of anonymous reports. Describe if that recipient changes depending on the agency, or mode of submission (i.e. app, hotline, website).

All submitted reports are reviewed by our specially trained safety representatives that are located in the United States, regardless if they are submitted by phone, email or text message.

### 4. Solution 1 - Describe what features are included and supported with anonymous reporting (i.e. photos, video).

Users can submit anonymous tips via email, phone, or text message. They can include text, photos, and video through email or text.

### 5. Solution 1 - Describe your response rate and response process for anonymous reporting.

Responses are handled in real-time. Emails, text messages and voicemails enter the queue in real-time. The item is processed by the safety team and the designated emergency contact is notified.

# 6. Solution 1 - Describe how anonymous reports are recorded, tracked within the solution. Detail how, if any, notifications, reports, or workflows may apply to the solution and the anonymous report.

Incidents are recorded and tracked by category Questionable Content (QCONs) and Possible Student Situations (PSSes). An email is sent to the emergency contacts and can be accessed through Gaggle if necessary. Incidents are also recorded on the Gaggle Dashboard. SpeakUp Incident data is included in our Gaggle Dashboard.

# 7. Solution 2a – Describe how your solution streamlines incident management into a real-time solution for agencies.

N/A – Gaggle is not submitting a solution for Incident Management.

### 8. Solution 2a - Describe how your solutions handles data entry, reporting and workflows.

N/A – Gaggle is not submitting a solution for Incident Management.

### 9. Solution 2a - Describe any additional features that your solution provides.

N/A – Gaggle is not submitting a solution for Incident Management.

# 10. Solution 2b - Describe the team providing 24/7 monitoring services and their training levels.

Safety Experts are trained professionals who review student communications and files for inappropriate content 24/7/365 that are located in the United States. All of our Safety Experts receive a background check prior to employment and receive ongoing training.

# 11. Solution 2b – Describe the process taken by your company to determine what and how concerns should be escalated.

Gaggle Safety Experts will be watching for three types of incidents:

USER VIOLATIONS: The least severe situation in which a student uses minor profanity or insulting language, or attempts to send provocative, but not pornographic, images.

QUESTIONABLE CONTENT (QCON): Includes items that give cause for concern and need to be brought to the attention of an administrator, but do not reveal an imminent threat to a student. These can include, but are not limited to: cyberbullying; professional pornography; graphic, violent, or sexual stories; references to suicide or self-harm without evidence of an imminent threat; past drug use; or references to potential physical altercations that do not have specific plans or a time frame mentioned.

POSSIBLE STUDENT SITUATIONS (PSS): Items that reveal an imminent threat to the student, including but not limited to: violence, suicide, pornography, rape, or harmful family situations

### 12. Solution 2b - Once escalated, what is the process and response time to local notification.

Responses are handled in real-time. When a POSSIBLE STUDENT SITUATION is identified, emergency contacts are notified by phone, email, and/or text message. The student(s) involved will not receive a notification.

If QUESTIONABLE CONTENT is identified, your designated emergency contact receives an email message with the relevant information and a copy of the flagged item. The student(s) involved will not receive a notification.

Any time a student commits a USER VIOLATION, Gaggle tracks this information. A district can elect to receive an email warning from one of Gaggle's Safety Experts, have the student receive a notification, or both.

# 13. Solution 2b – Describe how your company handles or aids an agency in determining what level of concern shall include local law enforcement integration. Describe if that integration level is required or optional.

If a student is in imminent danger and a Gaggle Safety Representative cannot get in touch with designated emergency contacts, they will call local law enforcement. The goal is to keep the child safe.

### 14. Solution 2b - Describe what resources, such as reporting tools and access to data is available to the agency.

Gaggle offers a Dashboard that districts can use to track incidents and view trends. Districts can view data on the entire district by individual schools. Additional reports can be requested from our Customer Service Dept.

# 15. Solution 3b – Describe in depth what social-emotional learning (SEL) tools and resources are available to agencies.

Gaggle now offers a Teletherapy Solution that partners licensed therapist with students selected by the school for ongoing teletherapy sessions.

# 16. Describe what level of training and professional development is available to agencies, their staff, students, users for your solutions.

Gaggle provides both onsite and virtual professional development to meet our partners' objectives. Our trainers create a comfortable learning environment with interactive sessions designed to educate and engage everyone in attendance. Gaggle will coordinate with you to provide a training experience that meets your district's objectives.

# 17. Describe how your company and its solutions meet the standards set forth in FERPA, HIPPA, and COPPA requirements.

Gaggle considers student safety a top priority and complies with all U.S. privacy and safety laws, particularly those involving students or children. These include: Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Children's Online Privacy Protection Act (COPPA), and CIPA. Gaggle also conducts criminal background checks on all employees.

# 18. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

Gaggle has partnered with CPC since 2018 as a Vendor and maintained compliance. Sales, Marketing and Accounting will work together to ensure compliance.

# **Exceptions & Deviations (10 points)**

# 1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP. Gaggle's proposal is limited to Solution 1 – Anonymous Reporting, Solution 2 b – 24/7 Incident Monitoring Services and Solution 3 – Social Emotional Learning (SEL) Tools.

- 2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:
  - RFP section number and page number
  - Describe the exception
  - Explanation of why this is an issue
  - A proposed alternative to meet the needs of participating agencies and the cooperative

N/A

# References

Provide three (3) references that have purchased the Student Safety Solutions being proposed <u>from your company within the last two (2) years</u>. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. \*Note, please ensure your references are prepared to speak with a representative from CPC.

**Reference #1 - Company Name** 

Service Level Purchased

**Year of Purchase** 

**Reference Contact** 

Phone

**Email** 

Rochester Public Schools

**Gaggle Safety Management Services** 

2019

Scott Sherden 507-259-7008

scsherden@rochester.k12.mn.us

**Reference #2 - Company Name** 

Service Level Purchased

Year of Purchase

**Reference Contact Phone** 

Email

Minneapolis Public Schools

Gaggle Safety Management & SpeakUp

2020

Jason Matlock 612-668-0178

jason.matlock@mpls.k12.mn.us

Reference #3 - Company Name

Service Level Purchased

Year of Purchase

**Reference Contact** 

Phone Email North St. Paul-Maplewood-Oakdale School District

**Gaggle Safety Management Services** 

2019

Josh Anderston 651-748-7583

janderson2@isd622.org

# **Additional Requirements**

As required by CPC, submit the following additional items as individual PDFs as outlined below:

# 1. Exhibit A - Marketing Plan - Name of Company (20 points)

Submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor's website.

### 2. Exhibit B - Letter/Line of Credit - Name of Company

Attach a letter from a business' chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. "Credit in the low six (6) figures" or "a credit line exceeding five (5) figures"). The Letter/Line of Credit will be deemed "Confidential". This letter/line of credit is a requirement to determine the financial stability of the company.

# Pricing – Solution 1

# Solution 1 – Anonymous Reporting

### **GAGGLE SPEAKUP FOR SAFETY\***

One-Time Setup Fee \$750
Annual Fee Per Student \$2.00

\*SpeakUp for Safety and Web Filter Support are Included for free if a district purchases the full Gaggle Safety Management for G-Suite or O365 package of Email and Drive/OneDrive.

# Pricing – Solution 2b

# Solution 2b - 24/7 Incident Monitoring Services

# **GAGGLE SAFETY MANAGEMENT FOR G-SUITE OR O365**

One-Time Setup Fee (5 or less buildings) \$200/building One-Time Setup Fee (More than 5 buildings)

\$750

# ANNUAL PRICING PER ACCOUNT

Student Email & Drive/OneDrive	\$5.00
Student Email Only	\$3.00
Student Drive/OneDrive Only	\$3.00
Hangouts Chat	\$2.50
Microsoft Teams	\$2.50
Web Filter Support*	\$2.00

# PROFESSIONAL DEVELOPMENT

Onsite Professional Development \$4,995/day Webinar Professional Development \$1,000/session

<sup>\*</sup>SpeakUp for Safety and Web Filter Support are Included for free if a district purchases the full Gaggle Safety Management for G-Suite or O365 package of Email and Drive/OneDrive.

# Pricing – Solution 3

# **Solution 3 – Social-Emotional Learning Tools**

# **GAGGLE TELETHERAPY SERVICES**

One-Time Setup Fee \$1,000
Per Session Cost \$98



# **Vendor Forms & Signatures** RFP #21.3 - Student Safety Solutions

### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the <u>required forms</u>, follow these steps:

- 1. Read the document in its entirety.
- 2. Complete all questions and forms.
- 3. Save all pages in the correct order to a <u>single PDF format</u> titled "*Vendor Forms & Signatures Name of Company*".
- 4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Vendor Forms & Signatures - Name of Company":

- 1. Addendum Acknowledgement
- 2. Contract Offer & Award
- 3. Uniform Guidance "EDGAR" Certification Form
- 4. Subcontractor Utilization Form
- 5. Solicitation Checklist

# Addendum Acknowledgement

**Instructions:** Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each	addendum r	eceived):
Addendum No. 1		Addendum No. 5
Addendum No. 2		Addendum No. 6
Addendum No. 3		Addendum No. 7
Addendum No. 4		Addendum No. 8
I understand that failure to confirm receipt of addenda may of	cause for reje	ection of this response.
	Authorized S	ignature
	Date	
<b>Acknowledgment:</b> I hereby acknowledge that no adder understand that failure to confirm this acknowledgment may		
	Authorized C	
	Authorized S	gnature
	Date	
	Date	



# **Contract Offer & Award**

**Instructions:** Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

<b>Business Name</b>	Gaggle.Net, Inc.	Date	7/1/2020
Address	2205 E. Empire, Suite B	City, State, Zip	Bloomington, IL 61704
Contact Person	Jennie Eft	Title	Director of Sales Operations
<b>Authorized Signature</b>	Janue Eft	Title	Director of Sales Operations
Email	jennie@gaggle.net	Phone	800-288-7750

# Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency			
Authorized			
Representative			
Name Printed or Typed			
Awarded this	day of	Contract Number	
Contract to Commence	<b>)</b>		

# Uniform Guidance "EDGAR" Certification Form 200 CRF Part 200

**Instructions:** When a purchasing 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, referred to as the "Uniform Guidance" or new "EDGAR". All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor's willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

# 1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor's return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency's provision shall control.

# 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract 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.

# 4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply 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, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at <a href="www.wdol.gov">www.wdol.gov</a>. 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 wage determination.

Vendor further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

# 5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### 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 sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "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.

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

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

# 8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 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 contain 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 the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the 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 state statutory or regulatory authority other than Executive Order 12549.

# 9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 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 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

# **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.

### 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 CFRR 200.323(b). When required by a participating agency, the 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 the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

### 12. General Compliance 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 agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all

consents and agreements contained herein.
---

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	Œ
2. Termination for Cause of Convenience	Yes	Œ
3. Equal Employment Opportunity	Yes	Œ
4. Davis-Bacon Act	Yes	Œ
5. Contract Work Hours and Safety Standards Act	Yes	Œ
6. Right to Inventions Made Under a Contract or Agreement	Yes	Œ
7. Clean Air Act and Federal Water Pollution Control Act	Yes	Œ
8. Debarment and Suspension	Yes	Œ
9. Byrd Anti-Lobbying Amendment	Yes	Œ
10. Procurement of Recovered Materials	Yes	Œ
11. Profit as a Separate Element of Price	Yes	Œ
12. General Compliance with Participating Agencies	Yes	OF

Gagg	ıle	Net	Inc
Jagg	IIC.	INGL,	1110.

Name of Business

Jennie Eft, Director of Sales Operations

Printed Name/Title

7/1/2020

Date

# Subcontractor Utilization Form

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name:	Student Safety Solutions						
Solicitation Number:	21.3						
Vendor Name:	Gaggle.Net, Inc.						
a subcontractor will not be used, check this box:							
Company Name:							
Street Address:							
City, State, Zip:							
Telephone:							
Primary Contact:							
Email Address of Cont	tact:						
Services to be provide	ed:						
Company Name:							
Street Address:							
City, State, Zip:							
Telephone:							
Primary Contact:							
Email Address of Conf	tact:						
Services to be provide	ed:						
Company Name:							
Street Address:							
City, State, Zip:							
Telephone:							
Primary Contact:							
Email Address of Conf	tact:						
Services to be provide	ed:						

#### **Solicitation Checklist**

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (<a href="www.publicpurchase.com">www.publicpurchase.com</a>). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
	Performance Bond of \$2,500 (Copy)	Submit as PDF
	Pricing – Solution 1 – Name of Company	Submit as PDF
	Pricing – Solution 2a – Name of Company	Submit as PDF
	Pricing – Solution 2b – Name of Company	Submit as PDF
	Pricing – Solution 3 – Name of Company	Submit as PDF
	Vendor Questionnaire – Name of Company	Submit as PDF
	Exhibit A – Marketing Plan – Name of Company	Submit as PDF
	Exhibit B – Letter/Line of Credit – Name of Company	Submit as PDF
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
	Certificate of Insurance – Name of Company	Submit as PDF
	Additional Information – as required  • Business Type Certificate (See Vendor Questionnaire)	Submit as PDF

**IMPORTANT:** All items <u>must be</u> submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents <u>will not be accepted</u>. Double-check your uploaded documents for completion prior to submission.

Authorized Signature

Jennie Eft, Director of Sales Operations

Printed Name/Title

7/1/2020

Date



P.O. Box 1352 Bloomington, IL 61702

#### **GAGGLE MARKETING PLAN**

As an organization, Gaggle strives to enhance the safety and well-being of students. To allow us to protect even more students, our Sales and Marketing teams strive to inform potential customers about how Gaggle can help. To do so, we utilize a variety of tactics, including:

- Digital marketing tactics such as email campaigns, digital advertising, and social media messaging
- Compelling content ranging from blogs to success stories and videos
- Hosting of and participation in both in-person and virtual events
- Sales enablement strategies and tools to help our sales reps grow and retain our customer base

As mentioned above, Gaggle deploys a variety of marketing tactics to reach district leaders. Two examples of marketing tools that have proven successful are hosting webinars that provide access to thought leadership in the school safety space and partnering with school district leaders to have them tell the story of how Gaggle has helped their district through written success stories and videos like this one.

If we are fortunate enough to be chosen to participate, we would be happy to discuss providing existing collateral to you and integrating your organization into digital content such as our Contract Vehicles page.

Tradeshows and events are a central part of Gaggle's marketing strategy. In 2019, we participated in 135 events across the U.S. With the cancellation of many in-person events in 2020, we have transitioned to hosting more virtual events for district leaders. You can access the recordings from previous Gaggle webinars here. If we are selected, the contract would certainly be part of our messaging at events in Minnesota, North Dakota, and South Dakota.

P.O. Box 1352 Bloomington, IL 61702

July 13, 2020

Re: RFP #21.3 – Student Safety Solutions

Gaggle is the pioneer in helping K-12 districts manage student safety on school-provided technology. We have been ensuring the safety and well-being of students for over 20 years. We provide services to 4.5 million students across all 50 states. Gaggle has held an agreement with CPC for our Gaggle Safety Management Services for G-Suite and Microsoft O365 since 2018.

Gaggle's proposal is limited to Solution 1 – Anonymous Reporting, Solution 2b – 24/7 Incident Monitoring Services, and Solution 3 – Social Emotional Learning Tools.

Our mission is to help ensure the safety and well-being of all students, supporting school districts in proactively identifying those who are struggling. Everything we do is steeped in helping districts see the early warning signs so they can take action to protect their students from harming themselves or others—before it's too late. We have helped hundreds of districts avoid tragedies and save lives, while also protecting their liability. Gaggle helps your district create a Safe Digital Learning Environment for Your Students, Every day and Night.

We offer several solutions that bundle together well in regards to Student Safety.

- SpeakUp tipline for Safety allows students to easily submit tips, which are reviewed by our Safety Management Team.
- Gaggle Safety Management for G-Suite & Microsoft 0365 monitors and reviews communication within the district's G-Suite and O365 environments.
- Web Filter Support notifications from your Web Filter are sent to Gaggle and reviewed by our Safety Management Team.
- Teletherapy Solution service that partners licensed therapists with students selected by the school for ongoing teletherapy sessions.



€ 800 • 288 • 7750
★ 309 • 665 • 0171
★ www.gaggle.net

P.O. Box 1352 Bloomington, IL 61702

Consider these key differentiators about Gaggle...

- Gaggle is the leader in true student safety.
- Student Data Privacy is important to us. All of your data is securely stored in the United States.
- Unlike our competitors, Gaggle blocks inappropriate content from reaching students.
- 24/7 review of content by our specially trained Safety Representatives located in the United States.
- Our solution includes our proprietary Anti-Pornography Scanner.
- Unlimited customer and technical support at no additional charge.

In 2018-19, Gaggle used our robust combination of Artificial Intelligence and Trained Safety Experts to

- Uncover 146,000 items that warranted immediate action by the Gaggle Safety Team
- Help districts save 722 student lives by immediately responding to planned intentions of suicide
- Quarantine more than 5,100 pornographic images containing minors
- Alert districts 302 times about weapons on campus
- Discover over 52,000 students referencing suicidal thoughts or self-harm
- Find 34,000 references of violence towards others

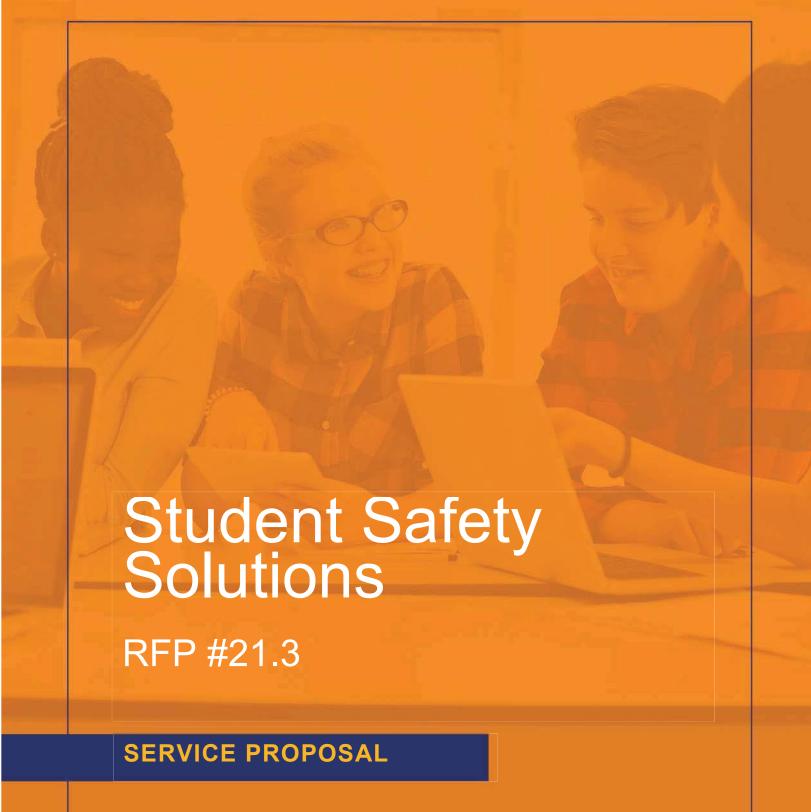
Please let me know if you have any questions.

Sincerely,

Jennie Eft

Director of Sales Operations | gaggle

Phone: 800-288-7750 | Email: jennie@gaggle.net





**Jennie Eft** Director of Sales Operations 800.288.7750 | jennie@gaggle.net | gaggle.net

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# A Best-in-Class Solution for Student Safety

Gaggle offers a safety tipline specifically designed for K-12, as well as the most proactive tool in digital student safety: Gaggle Safety Management. We also provide web filter support, teletherapy services, professional development, and archiving/backup services.

Our focus is, and always has been, student safety, so educators can have the confidence to allow learners to take advantage of current technology for communication, collaboration, and productivity. For schools using G Suite or Office 365, Gaggle Safety Management enhances their compliance with the Children's Internet Protection Act (CIPA).

We realized years ago that teachers, administrators, and IT professionals didn't have the hours needed to read through daily logs or folders containing student messages and files. We knew there were likely serious situations—such as possible suicides or other safety threats—that were going unnoticed, so we added a team of specially trained Safety Experts to analyze and review concerning items 24/7/365 and contact the appropriate administrators so they can intervene.

We then started to get requests from districts asking for a tipline that students could submit information on other students in trouble or issues of concern. We then developed our SpeakUp for Safety Tipline, where our specially trained Safety Representatives review the tips and notify the district 24/7/365 of urgent issues.

In the 2019-20 school year, Gaggle identified 927 students who were planning to kill themselves or someone else within the next 24 hours. The current climate has placed additional stressors on students who are lacking routine and connection. We now offer Gaggle Teletherapy Services to eliminate gaps in access to mental health support for students, ensuring students of all backgrounds and economic circumstances are able to get help if needed.



Gaggle has been the leader in providing a safe email and document environment for children for more than 20 years. Unlike our competitors who have just entered this market over the last several years, our solutions have been proven successful in saving thousands of lives. In addition, Gaggle is the only provider that completely blocks inappropriate content from reaching the intended recipients, providing peace of mind for administrators, teachers, and parents.

However, we will not rest on our laurels. We strive to constantly innovate to provide the best safety solution. We do not just analyze email—we have been analyzing attachments, Google Drive, and Microsoft OneDrive for years. We also analyze Google Hangouts, Microsoft Teams, and Yammer so that you do not have to fear using these powerful tools with your students. Our competitors are trying to build these tools right now while we continue to enhance what has been working for our customers for years.

Gaggle leads the way in analyzing images to protect schools and children from sexually explicit content. Our proprietary anti-pornography scanner locates the images, which we then quarantine from your drive so that you do not have to deal with the liability of housing explicit content on school-issued resources. This solution is only available at Gaggle, further demonstrating our commitment to innovate and solve our customers' problems while keeping children safe.

As we move into the future of student safety and mental health, Gaggle is continuing to support students with new features and services, such as Gaggle Therapy, to help districts provide a holistic education experience that truly supports the whole child.



"The Gaggle program has just been very helpful to us as we look at safety/security needs here. It's an investment, but even if it can just help us save one life, which we believe it already has, then it is well worth the time, energy, and money that it takes to run programs like this to help us keep our students safe."

# STEVE LEHMAN Principal, Northern High School, Northern York County School District



# SpeakUp for Safety Tipline

Students are one of the best lines of defense to protect your schools, but they are often reluctant to speak directly to an adult. SpeakUp for Safety from Gaggle provides an easy way for your students to share concerns about school safety and the well-being of fellow students.

We do not ask for the person submitting the tip to identify themselves. A student could be identified if they use a districtissued email account.

Trained professionals evaluate content 24/7/365, filter out false positives, and send an email regarding non-life-threatening items to your designated staff. They will also call school officials in emergency situations and can even contact local law enforcement

#### **How It Works**

Messages sent to SpeakUp for Safety result in an auto-reply, which explains how the tipline works and includes a phone number that students can use for text messages or phone calls.

A monthly reminder sent to all students includes your dedicated SpeakUp for Safety phone number as well as more information about the tipline.

#### Students can report:

- Bullying
- Threats to your schools
- Suicide ideation, self-harm, or depression
- Unhealthy relationships
- Drugs on campus
- Other threats



"SpeakUp for Safety from Gaggle helps Milford Public Schools be proactive keeping our schools and students safe. The 24/7 human touch that Gaggle provides differentiates its safety tipline from other solutions."

KEVIN MCINTYRE, ED.D Superintendent Milford Public Schools



# Gaggle Safety Management

Enhance your learning environment with a digital safety net for G Suite, Office 365, and learning management systems. Gaggle ensures the safety of students through early warning detection of self-harm, drug or alcohol use, cyberbullying, sexually explicit content, and other harmful situations. By combining machine learning technology, advanced algorithms, and trained Safety Experts, schools and districts can create safe digital learning environments for communication, collaboration, and learning.

Gaggle Safety Management is a hosted, cloud-based solution. Since it is cloud-based and not appliance-based, no additional hardware purchase is required.

#### **Flexibility**

Gaggle offers several options to customize your district's student communication environment and enhance CIPA compliance. Whether the district uses G Suite, Office 365, or both platforms, we can help provide a safe online learning environment for students.

#### Your customized solution can include review of:

- Google/Office 365 email
- Google Drive/Office 365 OneDrive
- Google Hangouts/Microsoft Teams
- Yammer
- Canvas I MS

#### **Advantages of Gaggle Safety Management:**

- Brings a consistent and impartial application of the district's policies
- Email messages with inappropriate/bullying content are blocked from the recipient
- Analysis and review of email attachments
- Proprietary anti-pornography scanner
- 24/7 expert analysis and review
- Quarantine feature to remove sexually explicit content involving minors from your accounts



Districts With Gaggle's
Safety Management Solution to
Receive Complimentary Web Filter
Support and Tipline Service

Starting July 1, 2020, districts using the full Gaggle Safety Management (GSM) solution will receive web filter safety integration and our SpeakUp for Safety tipline at no additional cost. This expansion of services is part of Gaggle's ongoing mission to support schools and districts by providing the best student safety solution available.



**Content Analysis:** Machine learning technology and advanced algorithms reveal potentially harmful language and images.

Anti-Pornography Scanner (APS): CIPA compliance is ensured with our unique real-time image analysis that detects and prevents pornographic images. The APS scans embedded and attached images as well as images in attachments like Word and PowerPoint documents. Even URL links to other websites are scanned for offensive content.

**Expert Review:** Gaggle's trained professionals analyze and review content 24/7/365. They have been trained by various law enforcement agencies to detect potentially serious issues and alert school officials if a threat is imminent. They have also been trained to properly handle sexually explicit images and interact with the National Center for Missing & Exploited Children (NCMEC).

Mitigate Issues and Concerns: Gaggle Safety Management helps identify potentially harmful student situations and provides opportunities to teach digital citizenship. Identifying the problem, however, is only the first step. Based on the severity of the issue, our Safety Team will reach out to your emergency contacts via email or phone.

Quarantine: Gaggle will remove sexually explicit material involving minors from district Google Drive accounts and store them on our servers. This helps protect not only the student by removing all access to that content, but also the district from having that content on your servers. Gaggle also reports these incidents to NCMEC as required, protecting schools from the risks and liability involved in handling pornographic images.



"With the current state of school violence and safety, we need to have as much information as we can to make sure all of our kids are safe."

DR. SCOTT SMITH **Assistant Superintendent Elementary Instruction and Technology Mooresville Graded School** District





"We needed to make sure we're keeping kids safe in this new world that we've introduced them to. As a school district, it's unacceptable for us to put this kind of technology in the students' hands without some sort of oversight."

**MELISSA CRAVEN Director of Emergency** Management **Denver Public Schools** 



#### **Gaggle Safety Management Dashboard**

Student safety and your school climate have a definite impact on your students' ability to fully engage and succeed. Gaggle's Safety Management Dashboard enables administrators to have visibility into the district's data and incidents. The dashboard presents real-time statistics with graphs that display data in a simplified and easy-to-read format.

You may use this tool to allocate security resources or implement support and prevention programs around common issues. You'll be able to keep tabs on individual schools and the district as a whole, including data on the number of items being flagged and reviewed by our Safety Experts, how many of those resulted in actionable incidents, and the level of concern. We understand that there are many ways to analyze your data; therefore, we have incorporated filters and options for drilling down to see what's most important to you.

We know that data this powerful needs to be available on demand, so we applied our mobile-first design philosophy. This means you can instantly access your Safety Management Dashboard from your phone or tablet, as well as on a computer.





"Gaggle allows me to know that my system is being monitored so that I don't have liability when it comes to pornographic content or safety concerns for students who write about suicide.

All I want is to take care of my organization, and Gaggle helps me do that. I appreciate the fact that Gaggle filters out the content that can cause harm."

DAVE MCQUEEN
Superintendent
Kelseyville Unified School District



# Web Filter Support

You have a web filter in place, but is your district equipped to review students' digital activity 24/7/365? We've partnered with web filtering platforms to create an integrated digital safety solution that helps districts protect students both on and off campus.

# Eliminate False Alerts and Pressure on Staff

Deploy a stronger digital safety net in your district to protect students around the clock. Our solution helps to eliminate the pressure and workload on IT administrators and staff so they no longer need to deal with false alerts, review items at night and on weekends, or worry about missing potential issues with life-threatening consequences.

#### **How Does It Work?**

- Your web filter is integrated with the Gaggle student safety solution
- When a student search is flagged, an alert will be sent to the Gaggle Safety Team
- The item is reviewed and our team will determine the next steps

#### **Implementation**

Setup is quick and as simple as adding the Gaggle email address to your web filter configuration for flagged searches. No more constantly checking your email for alerts—we're doing that so you don't have to worry about it.



# How Gaggle Helps Ensure Distance Learning Safety

Today's technologies can help make K-12 distance learning more accessible than ever. However, keeping students safe and connected in the digital space is vital.

Digital tools can help keep students connected and collaborating, but they can also enable students to engage in risky behaviors. Monitoring for these tools is crucial and can make the difference between students being effective and collaborative or off-task and inappropriate.

Safety management platforms like Gaggle can help keep an eye on students as they engage with school-issued technology both during and after school hours. Our platform can uncover potentially harmful content, which is further evaluated by our trained safety professionals. Gaggle will alert school officials about any unsafe situations or struggling students, and even contact local law enforcement if necessary.

# Gaggle Teletherapy

Many districts have partnered with Gaggle for years to identify students who may be struggling with their mental health and safety, but addressing those students' needs has traditionally been handled by the school.

#### **How Does It Work?**

Gaggle Therapy will partner with school counselors to identify students who may be a strong candidate for therapy services. The counselor will contact the student's family and confirm that they consent to their child receiving teletherapy services. Once confirmed, the counselor submits the student's information to Gaggle Therapy, who follows up with the family to provide training videos, fill out intake and insurance forms, obtain written consent, and to schedule the first session. Gaggle Therapy then matches the student with a licensed clinician who will assess the students and create a treatment plan. The student and clinician will meet for sessions (either weekly or bi-weekly) until the student has completed their treatment plan and is showing favorable outcomes with their mental health.

There will be no out of cost fees for students to use Gaggle Therapy services. The model is retainer-based, with the district securing services with a retainer which will be billed for any services not covered by a students' private insurance or Medicaid. This includes students' copay, denied claims for therapy services, or instances when no coverage is present

All Gaggle Therapy services are conducted via a HIPPA compliant video call, which can be accessed by the students through a laptop, tablet, or cell phone. All services are seamlessly accessed by a link in the student's calendar or email.

Licensed clinicians will also be available to provide therapy services to staff members, or can offer mental health coaching at the district's request.



#### **Clinicians**

Each clinician has been screened and passed a background check. All Gaggle clinicians are required to submit proof of licensure annually, and Gaggle Therapy agrees to only connect the district with clinicians that have an active LMFT, LPC or LCSW license in the district's state.

Clinicians will follow the documentation, assessment, and note taking protocols as outlined by Medicaid, including the standardized use of a biopsychosocial intake and SOAP notes to ensure services are billable to Medicaid and private insurance.

Gaggle Therapy works with clinicians of various backgrounds and specialties in the mental health space, and will provide students with differentiated treatment models based on students' developmental level and needs.

#### **Student Privacy**

All student's data and communications will be managed in accordance with HIPPA and FERPA, and will be hosted in a secure patient management portal. Gaggle Therapy follows strict guidelines to ensure that students and family information is kept private and secure. Gaggle Therapy also provides written documentation to ensure families are engaging in informed consent prior to providing teletherapy services to the student.

# Gaggle Customer Support

#### **Implementation**

We are confident that you will be very happy with your decision to purchase Gaggle's solution. You'll find that working with Gaggle is not like most vendor/customer relationships. We are completely committed to a successful implementation and long-term relationship, so we consider our schools and districts to be partners rather than customers. Our implementation process is just the beginning of what we hope will be a long partnership, and we will do everything we can to give you a strong foundation for years to come.

Your implementation will likely include multiple people, both on your side and ours. However, you will be assigned a dedicated Implementation Specialist to guide you through our multiphased implementation process. We have extensive experience with implementations for school districts of all sizes and have developed the knowledge, tools, resources, and documentation to make sure everything goes as smoothly as possible.

#### **Free Customer and Technical Support**

Gaggle includes unlimited customer and technical support at no additional charge. Customer service is a top priority at Gaggle, and our goal is to provide outstanding customer service. When calling our customer service, you will speak with a live person, not get caught in an automated phone system. The Gaggle Customer Service team is available via our toll-free number or Live Chat feature Monday through Friday from 7:00am to 6:00pm (CST). After hours and on weekends and holidays, customers are encouraged to reach our service department via support@gaggle.net.

In addition to telephone and email support, customers may choose to take advantage of our extensive library of online documentation, which includes training videos and a comprehensive user guide.

# Professional Development

Gaggle provides both onsite and virtual professional development to meet our partners' objectives. Our trainers create a comfortable learning environment with interactive sessions designed to educate and engage everyone in attendance. Gaggle will coordinate with you to provide a training experience that meets your district's objectives.



"Gaggle Safety Management promotes a higher level of student safety in our district. Since implementing the solution in 2018, Gaggle has allowed us to identify students who are in trouble or participating in risky behaviors. We've been able to intervene on several occasions to assist students in need. There have been a few instances, over weekends or in the evening, when a student indicated that they were considering self-harm. We were able to dispatch law enforcement to their home and then follow up with support services once the student was safe."

DR. JEFFREY R. RABEY
Superintendent of Schools
Depew Union Free School District



# Privacy and Security

#### **Data Security**

Data security is very important to us. All data is housed within the continental United States. Client data is stored on three separate storage systems in two geographically disparate data centers, providing data redundancy and security.

Gaggle's data is stored in Amazon Web Services (AWS) and our own dedicated data center. Files are stored in an encrypted format, all communication is over Secure Sockets Layer (SSL), and all passwords are hashed. Data is retained for varying lengths of time depending upon the contract with the customer. When services are canceled, data is purged.

#### **Compliance With Privacy and Safety Laws**

Gaggle considers student safety a top priority and complies with all U.S. privacy and safety laws, particularly those involving students or children. These include: Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Children's Online Privacy Protection Act (COPPA), and CIPA. Gaggle also conducts criminal background checks on all employees.

Gaggle's Student and Staff Data Privacy Notice >

**Gaggle Terms & Conditions >** 

**Gaggle Service Level Agreement >** 



800.288.7750 | GAGGLE.NET







#### **Cooperative Purchasing Connection**

Tabulation Report RFP #21.3 - Student Safety Solutions Vendor: Inspirit Group, LLC dba STOPit Solutions

General Comments: Please note that our main reply is contained in the filename

RFP 21.3 RESPONSE BY Inspirit GroupLLCdbaSTOPit Solutions.pdf

Our responses are in BLUE Bold Ink - thank you.

General Attachments: Bid Bond - Inspirit Group LLC dba STOPit Solutions.pdf Confidential

Certificate of Insurance - Inspirit Group, LLC dba STOPit Solutions.pdf Exhibit A - Marketing Plan- Inspirit Group, LLC dba STOPit Solutions.pdf

Exhibit B - Letter-Line of Credit - Inspirit Group, LLC dba STOPit Solutions.pdf Confidential

Pricing - Solution 1 - Inspirit Group LLC dba STOPit Solutions.pdf Pricing - Solution 2a - Inspirit Group, LLC dba STOPit Solutions.pdf Pricing - Solution 2b - Inspirit Group LLC dba STOPit Solutions.pdf Pricing - Solution 3 - Inspirit Group LLC dba STOPit Solutions.pdf

RFP 21.3 - RESPONSE BY Inspirit Group LLC dba STOPit Solutions.pdf

STOPit K12 Launch Kit.pdf

Vendor Forms - Signatures – Inspirit Group, LLC dba STOPit Solutions.pdf Vendor Questionnaire - Inspirit Group, LLC dba STOPit Solutions.pdf





#### **CERTIFICATE OF LIABILITY INSURANCE**

**CGOLAZESKI** 

DATE (MM/DD/YYYY) 7/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

ADDITIONAL INCLIDED

lf	SU	RTANT: If the certificate holder BROGATION IS WAIVED, subject ertificate does not confer rights to	ct to	the	terms and conditions of	the po	licy, certain ¡	policies may			
PROD	PRODUCER					CONTAI NAME:	ст Rachel L	eszega	o FAX		
		Perlman lips Blvd				(A/C, No	o, Ext): (/ 32) 3	93-7961 40	2 (A/C, N	<sub>o):</sub> (732) :	249-9646
Suite	28	<b>0</b>				ADDRE:	<sub>ss:</sub> rleszega	@bordenpe	erlman.com		
=WII	ıg, ı	NJ 08618					INS	URER(S) AFFOR	RDING COVERAGE		NAIC#
						INSURE	RA: Ohio Se	curity Insu	rance Company		24082
INSUI	RED					INSURE	R в : Ohio Ca	asualty Inst	urance Company		24074
		Inspirit Group, LLC 101 Crawfords Corner Road				INSURE	R C : Landma	ark America	an Insurance Co		
		Suite 4 105 R				INSURE	R D :				
		Holmdel, NJ 07733			INSURER E :						
						INSURE	RF:				
CO	/ER	RAGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:		
INI CE	DIC/	IS TO CERTIFY THAT THE POLICIE ATED. NOTWITHSTANDING ANY R IFICATE MAY BE ISSUED OR MAY JSIONS AND CONDITIONS OF SUCH	EQUI PER	REME TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORD	N OF A	NY CONTRAC	CT OR OTHER ES DESCRIB	R DOCUMENT WITH RES	PECT TO	WHICH THIS
NSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LII	MITS	
Α	X	COMMERCIAL GENERAL LIABILITY					,		EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR			BKS56704721		6/3/2020	6/3/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
									MED EXP (Any one person)	\$	15,000
									PERSONAL & ADV INJURY	\$	
	GEI	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	X	POLICY PRO- X LOC							PRODUCTS - COMP/OP AG	G \$	
		OTHER:								\$	

С	Cyber Liability		LHC779854	1/1/2020	1/1/2021	Per claim/aggregate	500,000
С	Professional Liabili		LHC779854	1/1/2020	1/1/2021	Per claim/aggregate	3,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER	
	DED X RETENTION \$ 10,000						\$
	EXCESS LIAB CLAIMS-MADE	1 1	USO56704721	6/3/2020	6/3/2021	AGGREGATE	\$ 4,000,000
В	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 4,000,000
							\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	ANY AUTO		BAS56704721	6/3/2020	6/3/2021	BODILY INJURY (Per person)	\$
Α	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	OTHER:						\$
	X POLICY PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
						PERSONAL & ADV INJURY	\$
						MED EXP (Any one person)	\$ 15,000
	CLAIMS-MADE X OCCUR		BKS56704721	6/3/2020	6/3/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	7.					EACH OCCURRENCE	\$ 

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance

30 day notice of cancellation applies to the above General Liability, Auto and Umbrella policies, except for non-payment which is 10 days notice.

CERTIFICATE HOLDER	CANCELLATION
Cooperative Purchasing Connection 1001 E Mount Faith Avenue Fergus Falls, MN 56537	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
l eigus i alis, mit 30007	AUTHORIZED REPRESENTATIVE



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

PRODUCER	Kovetono Piek Parti		CONTACT NAME:			
PRODUCER	604 East Baltimore		PHONE (A/C, No, Ext): 888-473-6398 FAX (A/C,		No):	
	Media PA, 19063		E-MAIL ADDRESS: Risk@ExtensisGroup.com			
			INSURERS AFFORDING COVERAGE		NAIC#	
			INSURER A: Indemnity Insurance Company of America - CHUBB	North	43575	
INSURED Extensis IV, Inc. L/C/F Inspirit Group LLC (Stop!T) 900 US HWY 9 North, Suite 203			INSURER B: American Guarantee & Liability - Z		26247	
			INSURER C:			
			INSURER D:		<u> </u>	
Woodbridge,	, NJ 07095	095	INSURER E:			
			INSURER F:			
001/504.050		OFFITIEIOATE NILINARER	DEV//CIONINI			

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR ADD'L SUBR INSRD WVD POLICY EXP POLICY EFF TYPE OF INSURANCE POLICY NUMBER LTR (MM/DD/YYYY) (MM/DD/YYYY) LIMITS GENERAL LIABILITY Not Applicable **EACH OCCURRENCE** \$ DAMAGE TO RENTED COMMERCIAL GENERAL LIABILITY \$ PREMISES (Ea occurrence) CLAIMS MADE OCCUR \$ MED EXP (Any one person) PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS-COMP/OP AGG \$ PRO-POLICY \$ JECT COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY Not Applicable \$ (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ ALL OWNED SCHEDULED BODILY INJURY (Per accident) \$ **AUTOS AUTOS** NON-OWNED PROPERTY DAMAGE HIRED AUTOS \$ AUTOS Per accident) UMBRELLA LIAB X OCCUR **EACH OCCURRENCE** \$ 10.000.000.00 09/30/2019 09/30/2020 UMB 5499247-06 В **EXCESS LIAB** CLAIMS MADE AGGREGATE \$ 10.000.000.00 X RETENTION \$ 10,000 X DED \$ WORKERS COMPENSATION WC STATU-OTH-AND EMPLOYERS' LIABILITY TORY LIMITS C66677126 09/30/2019 09/30/2020 ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT \$ 1.000.000.00 N/A OFFICER/MEMBER EXCLUDED? Y/N E.L. DISEASE-EA EMPLOYEE \$ 1,000,000.00 (Mandatory in NH) If yes, describe under E.L. DISEASE-POLICY LIMIT 1,000,000.00 DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks, Schedule, if more space is required) // Evidence of Coverage - New Jersey Coverage CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN **INSPIRIT Group LLC** ACCORDANCE WITH THE POLICY PROVISIONS. 101Crawfords Corner Road, Suite 3-101 R AUTHORIZED REPRESENTATIVE Holmdel NJ, 07733

Jay Peichel

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#### **Vendor Questionnaire** RFP #21.3 - Student Safety Solutions

#### **Instructions**

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

- 1. Read the document in its entirety.
- 2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
- 3. Complete all questions.
- 4. Save all pages in the correct order to a <u>single PDF format</u> titled "*Vendor Questionnaire Name of Company*".
- 5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed before submission and submitted as one (1) single PDF titled "Vendor Questionnaire – Name of Company":

- 1. Company Information
- 2. Qualifications & Experience
- 3. Marketing & Partnership
- 4. Financials & Level of Support
- 5. Industry-Specific Information
- 6. References
- 7. Additional Requirements\*

### **Company Information**

Inspirit Group, LLC dba STOPit Solutions

Name of Company:

101 Crawfords Corner Rd. Suite 4 105-R

**Company Address:** 

Holmdel, NJ 07733

City, State, Zip code:

http://stopitsolutions.com

Website:

908-748-4501

Phone:

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
General Manager	Charles P. Mays III	pmays@stopitsolutions.com	908-748-4501
Contract Manager	Charles P. Mays III	pmays@stopitsolutions.com	908-748-4501
Sales Manager	Jeffrey Schobel	jschobel@stopitsolutions.com	908-748-4513
Marketing Manager	Julia Zapcic	jzapcic@stopitsolutions.com	908-748-4500
<b>Customer Service Manager</b>	Teresa Reuter	treuter@stopitsolutions.com	908-748-4519
Account Manager(s)	Annie Praino	apraino@stopitsolutions.com	908-748-4500

List who will be responsible for receiving updated membership lists.

Name	Email	Phone
Annie Praino	apraino@stopitsolutions.com	908-748-4500

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Charles P. Mays III	pmays@stopitsolutions.com	908-748-4501

List who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Charles P. Mays III	pmays@stopitsolutions.com	908-748-4501

# Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status (see bid checklist).

X	Busines	ss Type/Classification			
	8(a)	8(a) Qualified Business			
	DBE	Disadvantaged Business Enterprise			
	HUB	Historically Underutilized Business Zone			
	MBE	Minority-Owned Business Enterprise			
	MWBE	Minority Women-Owned Business Enterprise			
	SBE	Small Business Enterprise			
X	Other; list name: NA				

X	Business Type/Classification						
	SDB	Small Disadvantaged Business					
	SDVOB	Service-Disabled Veteran Owned Business					
	SECTION 3	Section 3 Business Concern					
	SSV	Sole Source Vendor					
	VBE	Veteran-Owned Business Enterprise					
	WBE	Woman-Owned Business Enterprise					

### Qualifications & Experience (55 points)

these conferences.

#### 1. Provide a brief background of your organization, including the year it was founded (1-2 paragraphs max.).

Inspirit Group, LLC, dba STOPit Solutions, formed on August 13, 2014 as a Delaware Limited Liability Company, has extensive knowledge, background, and nearly 6 years of experience with designing, developing, delivering, installing, maintaining, and supporting our Anonymous Mobile Reporting technology and services. STOPit provides services to Education (K-12 & Higher Ed), Government Entities (State, County, Municipalities), Business (Public, Private), and Law Enforcement Agencies (City, County). Our primary business is providing students, employees, parents and the community with several ways to report bad behaviors and safety issues quickly, securely and anonymously to someone who can help. Smart devices such as mobile phones, chrome books, and tablets are the preferred method for people to communicate today. Unfortunately, Social Media apps and texting has proven to be used to exhibit inappropriate behaviors (cyberbullying) resulting in suicide and other significant mental health issues. STOPit was founded to get help to people in distress, provide Emergency Escalation services to save lives, provide a proactive Incident Management System for administrators to monitor and manage reported incidents quickly and effectively.

We serve our education customers through a variety of channels including 1. direct to District, 2. through public entity education Insurance Pools, and 3. through Educational Service Agencies. Channel partnerships coupled with our effective Marketing Programs enable STOPit the ability to provide several organizations with our reporting platform in a short period of time.

- 2. Provide evidence of what your company is doing to remain viable in the ever-changing student safety industry. STOPit Solutions is the leader in mobile reporting solutions in the U.S. and continues to dominate the market. Currently, we provide our software and services to over 5,700 K-12 schools and colleges, and workplace customers. Our customer success engagement team consistently acquires student safety knowledge from our customers and professionals in the industry. The current and future needs are communicated to our technology development team and shared with STOPit leadership to ensure our company remains the industry leader and provides state of the art technology and programs that satisfy the needs of our customers. STOPit Solutions are members of several Membership Organizations to keep informed and share ideas with Student Safety Experts, Education leaders, and technology leaders and are often asked to speak at
- **3. Describe what states your company has current operations in, how many clients are served and staffing levels.** STOPit's Headquarters is located in Holmdel, NJ serving over 5,700 clients in 49 states 24 employees and growing.
- 4. Describe how your company plans to handle participating agencies regarding workload capacity, pending solutions and services offered.

We are very experienced in handling the needs and projects of Education Service Agencies and other government or quasi government entities such as public entity insurance pools. To date we have more than 50 of these "aggregator type" relationships whereby agencies organize the solution and introduce us to their members who wish to adopt our solutions. Our sales and account management teams are very experienced with these types of relationship and thus far they account for approximately 70% of our revenue base.

5. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).
Through June 30, 2020 our trailing 12-month customer retention rate is 94.25% meaning that 94.25% of our customer base
renewed our solution after their previous or initial term. Our retention rates have steadily improved over the years and we
anticipate continued fractional gains to retention over the next 12 months.

6.	Describe the number of agencies your organization, on average, provides Student Safety Solutions for each year
	in CPC's tri-state area of Minnesota, North Dakota and South Dakota?

As of July 15, 2020, we have 27 existing agencies (school districts or municipalities) representing 49 existing organizations (schools or municipalities) as customers within Minnesota, North Dakota and South Dakota. The vast preponderance of these are education customers.

_				I and I I I				
7.	. Is your organization able to service all areas within CPC's tri-state area?							
	X	_ Yes	<i>No</i>					

If NO, explain why your organization is not able to service a particular area and/or state.

# 8. List the other contracts you have in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?

No other contracts exist that can be accessed by CPC membership.

# 9. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.

As of July 15, 2020, we support 1300 agencies representing 5650 organizations outside of the CPC tri-state area. The vast preponderance of these are education customers in the United States.

# 10. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company.

The most significant added value we can offer, in addition to our product and service platform is our complex project management skills that we have developed through working with the more than 50 insurance pools and Education Services Agencies as described in question 4 above.

# 11. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).

No agencies are exempt from this contract with the exception of our public safety solution which is generally marketed to law enforcement as a citizens' reporting application. We can provide this pricing and support structure separately, if desired.

#### Marketing & Partnership (25 points)

#### 1. Describe how your company markets directly to potential customers.

Working within your boundaries, we leverage communication to broadcast program details through tactical and collaborative methods including email content, CPC / customer newsletters, STOPit webinars, press and social media assets. We also attend member meetings and key member events which we both feel might help with program marketing. Our in-house agency will design, develop and implement all collateral and assets – Getting the word out quickly, accurately, and efficiently is important to program success especially during the early going. Detailed below is the Marketing collateral we provide:

- 1. Product Overview- Software & Services Brochure
- 2. Co-Branded webpage for Organizations to visit and learn more about STOPit
- 3. Introduction email from CPC announcing partnership with STOPit
- 4. Newsletter and Newsletter Content
- 5. Member Insured Webinars (Initiated from and Run By CPC)
- 6. Member Insured Webinars (Initiated from and Run By STOPit)
- 7. STOPit email campaigns with telephone follow-up by STOPit Adoption Specialists
- 8. Social Media Post Content
- 9. Customer Committee and Member Meetings (Initiated by Customer)
- 10. STOPit webpage Assets and Content for CPC website
- 11. Thought Leadership (BLOG and customer website content)
- 12. On-the-Ground Regional Introductions (where applicable)
- 13. Attend and Present at CPC annual meeting (STOPit to attend & engage members)
- 14. Educational Webinars on School Safety, Mental Health & Wellness

Upon approval, STOPit's marketing team develops the above marketing plan along with a specific timetable and calendar of events both short and long term. Introduction and marketing launch is typically ready within 10 working days and is coordinated by both CPC and STOPit.

2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.

See answer above and in Marketing Plan and Launch Kit PDF's attached through the Public Purchase Portal.

3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.

STOPit Sales Team is available to attend Regional and Annual Conferences/Trade Shows. Our marketing team develops customized marketing collateral for each tradeshow which include Social Media campaigns; sales brochure handouts, promotional merchandise and a professional  $10 \times 10$  Booth display with TV Monitor for visual and audio marketing. Too numerous to list all tradeshows attended in the last three years, but here are some of the most recent attended that Superintendents, Principals, Risk Managers, Educational Service Association Executive Directors, Safety Personnel, Law Enforcement, Student Services Personnel, Guidance Counselors, Insurance Professionals and other Education and Government leaders attended. Association of Governmental Risk Pools- 2x per year; California Association of Joint Powers Association, Public Agency Risk Management Association, AESA Annual Conference and Executive Committee meetings, Safe Supportive School Conferences, and other Education Conferences in the U.S.

4. Describe how your company will position this contract to CPC's participating agencies if awarded.

STOPit will position this contract to CPC's participating agencies by developing co-branded marketing and sales campaigns that include a complete overview of the services provided in this contract, a brief history and experience of STOPit as the leader in our industry and our customers we service, the benefits to the agencies, customer testimonials and references, and the financial terms.

5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.

STOPit has over 50 Partners similar to the anticipated CPC Partnership. Our internal training plan for STOPit personnel is quick and easy due to our familiarity and vast experience in marketing, agency contact, conducting web conferences and webinars to promote the contract services. Experienced marketing and sales teams are trained to ensure a positive outcome when communicating the services, programs, and benefits of implementing STOPit. Our teams are fully introduced and trained to ensure a positive outcome for all our partners and customers using our services and programs.

#### Financials & Level of Support (30 points)

1. Describe how your organization works with agencies to determine payment terms.

STOPit adheres to the contract requirements by providing necessary sales reports and electronic invoices with Net 30 Days payment terms. We will work with CPC to determine a mutually beneficial payment term.

2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card? Describe the fee charge, if applicable.

We can work with a procurement card (unsure of this meaning) or other efficient payment means and will not charge nor pass along routine and customary credit card-type processing fees.

3. Describe your proposed order process for this proposal and contract award. Specify if you will be including a dealer network and how they will be involved.

Our Order Process is typically direct to school district using an electronic platform involving Docusign and other similar tools which streamline the ordering and account management process. We can further direct this order process to feed our billing platform for inclusion of appropriate information onto CPC (or other agency) monthly billings. The information from our Docusign platform also feeds other applications within our internal systems to alert our team that we have engaged a new customer. This platform has serviced us and our customers well over the years and we will of course involve CPC in its design and the approval process prior to launching.

4.	icate the level of support your company will offer on this contract category.								
	Pricing is the same as offered to individual education, government, and nonprofit agencies.								
	Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.								
X	Pricing is better than what is offered to individual education, government, and nonprofit agencies.								
	Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.								

X Other, please describe								
If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:  Our pricing to CPC is competitive with other "aggregator type" relationships including buying cooperatives, insurance pools and education service agencies. It is significantly lower than pricing we offer to direct K-12 school districts.								
5. Is your company or any em	ployee inv	vested v	with service providers (i.e. Vendors/Contractors)?					
Yes	X	No						
If YES, list what Vendors/Controllick or tap here to enter text.	ractors the	e compa	any and or employees have affiliations with.					
6. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?								
Yes	X	No						
If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.  Click or tap here to enter text.								
7. Has your company been dis	sbarred ar	nd or su	spended in doing business within the United States?					
Yes	<u> </u>	No						
If YES, list what states, the reason for debarment and/or suspension and its effective dates.  Click or tap here to enter text.								

### Industry Specific Information (180 points)

#### 1. Provide a narrative description of the solutions and services you are offering in your proposal.

STOPit's full-service anonymous reporting platform includes reporting options using Mobile and Web apps, and our 24/7/365 Anonymous Reporting Hotline. All (3) reporting methods are available to students, teachers, faculty, and community members in the applicant's geographic area. In addition, school administrators can manually enter reported incidents directly into the incident Management System (a  $4^{th}$  way to report). These reporting methods and their submission into our incident management platform (STOPit Admin).

STOPit Messenger allows school administrators to conduct a <u>two-way anonymous communication</u> with reporters. STOPit allows school or district level administrators to have a two-way dialogue with the reporter, in a text-like fashion. This two-way anonymous communication may take place at any time after the incident is submitted (e.g., one day later, one week later, etc.) until the incident is closed by the administrator.

The STOPit Mobile and Web Apps, used to report incidents, are <u>roster-less</u> and no identifiable account is required, nor can one be established on our application. No personally identifiable information is obtained during the registration process. Registration to a reporting organization is done via a district supplied access code which, when entered into our Apps (a one-time event), matches that Reporter to the proper organization. While reporters are free to self-identify, no personal or device identifying information is captured during that process.

In addition to STOPit Messenger, described above, another unique feature of our platform is the ability for administrators to configure the app experience using custom fields (questions, statements, date / check boxes, etc.) and Get Help Resources (a Hotline, other helpful phone numbers, and URL links). This custom configuration can be made at both the district level OR school level and we frequently see this process used to provide a different App experience for Elementary School (younger students) versus Middle and High Schools (older students). Furthermore, STOPit does not provision licenses and encourages use by faculty, parents, and the school community and thus, other configuration

experiences geared toward those audiences may be deployed. This custom configuration can also be used to automate the tip routing function so that incidents of a specific type may be automatically routed to the correct resources or personnel instead of via manual intervention or triage.

STOPit's technology is 100% anonymous. Our apps do not require an email address, student ID, telephone number or any personal identifier upon activation. All users are required to enter a school provided access code which is the same for all users which simply routes reports to the proper school administrators. The STOPit Mobile and Web Apps, used to report incidents, are <u>roster-less</u> and thus no identifiable account is required, nor can one be established in order to initiate an incident on our application. No personally identifiable information is obtained during the registration process. Registration to a reporting organization is done via an Organization supplied access code which, when entered into our Apps (a one-time event), matches that Reporter to the proper organization. While reporters are free to self-identify, no personal or device identifying information is captured during that process. All reports and data are securely encrypted at-rest and in-transit on industry best practices.

STOPit has extensive experience providing a robust technology, full-service training package, setup and implementation guidance to thousands of schools and other organizations. Training implementation includes 1) Discovery: discussions involving the initial consultation and configuration process and 2) Training Package: comprehensive training for each district, school staff, faculty, students and parents. Initial and periodic webinar style training sessions all to be defined during our initial consultation and available on multiple platforms.

STOPit's Implementation team works with each customer to ensure that the platform is configured appropriately and launched properly and timely.

All incidents from all sources are received by and stored in STOPit Admin, the Incident Management System. STOPit Admin provides immediate notification to administrators, facilitates real time anonymous communication, and promotes fast and efficient workflow for resolution of incidents. It serves as an efficient tool for reaching out to students, alerting them to school related safety matters or events, and generally staying in touch on important matters affecting the school.

STOPit's platform is available to users and administrators on any smart device (mobile, web, tablets) or website. Administrators also have the ability to access the Incident Management System on our mobile app. Viewing, reporting, and data entry are all options available on the STOPit platform.

STOPit Admin provides an intuitive, yet robust and comprehensive Incident Management System designed for Administrators to follow workflow of a reported incident to Resolution. The system is designed to reduce Administrators time monitoring and managing reports, reduce paperwork and manage all report statuses. Administrators have the ability to Escalate and Assign reports to one or more groups of individuals inter-departmentally. When a report is Assigned or Escalated, the ability to choose specific information or all information relating to the report is available.

STOPit's incident management system, available to each organization location, provides on-demand benchmark reporting of volume, incident type, incident resolution, positive and negative trends over time, and other commonly utilized incident data to identify problem areas that need to be addressed. The real-time incident data reports allow administrators to take action quickly and allocate education and training when and where needed. This information may also be downloaded in multiple formats and exported for use in satisfying reporting needs.

STOPit provides 24/7/365 incident monitoring which reviews all anonymous reports that submitted. This monitoring coverage includes all hours during the school day, after the school day, holidays and weekends (24/7/365). Emergency incidents are immediately routed to pre-defined district-emergency contacts or pre-defined first-responders to ensure that they are addressed immediately and promptly. This service is operated with English-Spanish fluencies (other language resources are utilized on-demand as incidents may require).

STOPit's Social Emotional Learning (SEL) Center is an easy to use, digital resource that provides administrators with clear and concise information on sensitive issues facing today's youth. This 96-volume (and growing) library is designed to complement a school or district's co-curricular mental health-related programs and is delivered straight from our platform to administrators and students (admins can delivery content directly to students using the STOPit App). Administrators have quick and easy access to the SEL Center comprised of professionally developed mental health content. Content is updated frequently and includes Administrator and student facing content. Each topic can be delivered directly to a user via two-way communication or shared with the students and other User groups via the Broadcast feature. Content includes video and questions for a User, so they have a complete understanding of the topic.

STOPit's app includes a "Get Help" Menu for all users and is customizable by each Organization. This allows users to quickly and easily access important resources. STOPit customers can add SEL Ctr topics to the Get Help menu.

# 2. Describe what differentiates your company from your competitors. Describe your differences regarding sales, service, training, technology and product line.

STOPit is the leader in providing an Anonymous Reporting Solution for education and governmental agencies in the U.S. Our personnel experience is second to none in providing a successful anonymous reporting solution for agencies in the U.S. and other countries. Our sales and training teams are consistently trained to effectively communicate the STOPit services and programs and benefits to the agencies which is evident by several agencies implementing our solution after utilizing a competitors' solution. STOPit's technology engineers are employees and are not procured as a third-party vendor as many of our competitors utilize a third-party vendor. Our technology is 100% anonymous which provides reporters the confidence to share information without the fear of retribution or being identified. Competitors profess a "confidential" reporting method which deters users from reporting because they can be identified which results in reporters being silent. STOPit leadership and its employees constantly identify agency needs so we may continue to create and implement new service enhancements and programs that benefit customers. State laws are an important consideration when adding new products to our product line.

# 3. Solution 1 – Describe who are the recipients of anonymous reports. Describe if that recipient changes depending on the agency, or mode of submission (i.e. app, hotline, website).

School administrators and Human Resource administrators are typical administrators of anonymous reports and utilize STOPit Admin, the incident management system, to monitor and manage All reported incidents regardless of the report method (hotline, mobile app, web app). All STOPit customers can allow an unlimited number of administrators access to the Incident Management System. Administrators are allowed different access roles- Full use of all functions or read only.

#### 4. Solution 1 – Describe what features are included and supported with anonymous reporting (i.e. photos, video).

The STOPit app allows reporters to simply type a report description, add a video, photo or screen shot of evidence.

#### 5. Solution 1 - Describe your response rate and response process for anonymous reporting.

All reports are monitored 24/7/365 by our Certified gents in our Incident Management Center. Our response rate is less than 2 minutes. The response process is determined by the Administrator when viewing the reported incident which includes the use of STOPit Messenger, the two-way communication between the reporter and the administrator. This permits questions asked answers to take actions quickly. All communication and actions are recorded in our Activity Log which provides the proper documentation with date & time stamps. The workflow for each reported incident is easily followed by the administrator.

# 6. Solution 1 – Describe how anonymous reports are recorded, tracked within the solution. Detail how, if any, notifications, reports, or workflows may apply to the solution and the anonymous report.

STOPit Admin provides an intuitive, yet robust and comprehensive Incident Management System designed for Administrators to follow workflow of a reported incident to Resolution. The system is designed to reduce Administrators time monitoring and managing reports, reduce paperwork and manage all report statuses. All incidents from all sources are received by and stored in STOPit Admin, the Incident Management System. STOPit Admin provides immediate notification to administrators, facilitates real time anonymous communication, and promotes fast and efficient workflow for resolution of incidents. It serves as an efficient tool for reaching out to students, alerting them to school related safety matters or events, and generally staying in touch on important matters affecting the school.

Administrators have the ability to Escalate and Assign reports to one or more groups of individuals inter-departmentally. When a report is Assigned or Escalated, the ability to choose specific information or all information relating to the report is available. A Unique Incident ID is assigned to every report and the system allows administrators to change the status of report from Open to Pending to Closed. Tracking is accomplished by our powerful Alert Engine which informs administrators of important needed actions and workflows.

# 7. Solution 2a – Describe how your solution streamlines incident management into a real-time solution for agencies.

STOPit streamlines incident management by providing multiple ways for a user to report an incident. Over 85% of reports are submitted via the mobile app. When users see inappropriate behaviors or safety issues, they can easily use this preferred method of reporting on their mobile device. After a report is submitted, the administrators are notified real-time to alert them of a new report via text and/or email. Two-way communication streamlines management of a report so they make take action and get-ahead of a situation before it may spiral out of control. STOPit's incident Management System provides agency personnel with the ability to be automatically alerted of specific conditions to ensure effective communications.

#### 8. Solution 2a - Describe how your solutions handles data entry, reporting and workflows.

Our system allows administrators to manually enter a reported incident when a reporter chooses to report an incident inperson and follows the same workflow as if a user reports via the mobile app, web app, and hotline. Several reports available may include the source of a reported incident.

#### 9. Solution 2a - Describe any additional features that your solution provides.

Several useful features are available with our solution. Administrators can add internal notes about the incident, Escalate and Assign to other individuals or groups of individuals. The Escalation function permits administrators to share all or some of the incident detail with Law Enforcement or others who may not have access to the system. Reports can be identified as High, Medium or Low priority. The Broadcast Notification feature allows administrators to effectively communicate with students, staff, parents and the community by sending a typed message, weblink, video, or photo to users in real-time. The system also allows management of notifications to re-send to unread messages or repetitive messaging. The system allows agencies a customized solution. The ability to configure questions in the app and intelligent routing, based upon answered questions of a reporter, to one or more individuals. Further customization permits agencies to add important or required documentation such as Standard Procedures, Best Practices and other information for quick and easy access. STOPit's Real-time incident data is available to administrators to generate reports that show Incident Types, Open and Closed reports, Assigned Reports, Actions Taken, and many other reports that assist agencies with the necessary information to allocate education and training when and where needed and spot positive and negative trends. Administrators with specific User permissions can modify settings on-the-fly.

#### 10. Solution 2b - Describe the team providing 24/7 monitoring services and their training levels.

STOPit trains and Certifies the Agents who monitor and manage reported incidents to identify emergency situations and escalate if needed. The certification is managed by our Incident Management Center Director and certification is completed by competent STOPit Agents in a 4-week training session.

# 11. Solution 2b – Describe the process taken by your company to determine what and how concerns should be escalated.

Emergency incidents are immediately routed to pre-defined district-emergency contacts or pre-defined first-responders to ensure that they are addressed immediately and promptly.

STOPit monitoring agents review reports to determine whether it meets criteria of an "emergency" report.

Definition of emergency: An Emergency is a report that reveals the potential for imminent threat to safety, imminent loss of life, imminent harm to the reporter or other third party, imminent sexual misconduct, a crime in progress, or other circumstance, in the judgement of the reviewer, that requires immediate action.

- 1. If a report does not meet the criteria of "emergency," the monitoring agent leaves the report for school or district level administrator to handle and follow up if necessary.
- 2. If a report does meet criteria of "emergency," emergency protocol is as follows:
  - 3a. Monitoring agent attempt to contact primary contact (provided by district) by email and phone. Primary contact has option to have agent contact local law enforcement.
  - 3b. If monitoring agent cannot reach primary contact, agent will attempt to contact secondary contact (provided by district) by email and phone. Secondary contact has option to have agent contact local law enforcement.
  - 3c. If monitoring agent cannot reach primary or secondary contacts, monitoring agent will contact local law enforcement contacts (provided by district).

This service operates 24/7/365 and is "always on." It is not a replacement for every-day incident management by school administrators – it is an insurance policy to ensure that emergency incidents are always reviewed in real-time, and routed <u>immediately</u> to those who can help instead of waiting until the next business day.

Coordination with local law enforcement occurs in two ways:

1. Law enforcement is a mandatory party in our incident monitoring service and must be established as an emergency party prior to launch. Emergencies are escalated to first responders and law enforcement (obtained at set-up, local law enforcement agencies are provided by each Organization as well as pre-defined district Administrators).

The platform also enables Law Enforcement and/or School Administrators to conduct two-way communication with a reporter to solicit and share information, using STOPit Messenger, as noted above.

2. Law enforcement can also be included in written documentation when an Administrator escalates important information (our platform will export and email and nicely formatted PDF of the incident with all pertinent information as selected by the administrator).

#### 12. Solution 2b - Once escalated, what is the process and response time to local notification.

Response time (YTD) for our escalation team is 1.96 minutes on average for each incident – this escalation process is described above in question 11.

# 13. Solution 2b – Describe how your company handles or aids an agency in determining what level of concern shall include local law enforcement integration. Describe if that integration level is required or optional.

Our involvement with incident escalation (to law enforcement and other pre-defined district contacts is described above in question 11 (bullet point 2).

#### 14. Solution 2b - Describe what resources, such as reporting tools and access to data is available to the agency.

STOPit's incident management system, available to each organization location, provides on-demand benchmark reporting of volume, incident type, incident resolution, positive and negative trends over time, and other commonly utilized incident data to identify problem areas that need to be addressed. The real-time incident data reports allow administrators to take action quickly and allocate education and training when and where needed. This information may also be downloaded in multiple formats and exported for use in satisfying reporting needs.

STOPit's platform also records all activity and all actions occurring withing incidents on an Audit Log (date and time stamp).

# 15. Solution 3b – Describe in depth what social-emotional learning (SEL) tools and resources are available to agencies.

STOPit's Social Emotional Learning (SEL) Center is an easy to use, digital resource that provides administrators with clear and concise information on sensitive issues facing today's youth. This 96-volume (and growing) library is designed to complement a school or district's co-curricular mental health-related programs and is delivered straight from our platform to administrators and students (admins can delivery content directly to students using the STOPit App). SEL Center topics cover: Bullying, Harassment, Substance Abuse, Mental Health, Depression, Anxiety, Diversity, Vaping, And Other Topics.

Our SEL Center is more fully described in another document that we uploaded onto the Purchase Portal ( RFP 21.3 - RESPONSE BY Inspirit Group LLC dba STOPit Solutions.pdf) on page 26.

# 16. Describe what level of training and professional development is available to agencies, their staff, students, users for your solutions.

We produce a variety of content (ourselves and through partners) that we can offer to agencies and we can price this according to need and interest. Among them, STOPit Academy may be of interest (as described below):

STOPit Academy - Curriculum specifically developed to address the issues and concerns facing K12, higher ed, municipalities and businesses. Subject matter includes sexual abuse & molestation, conflict management, boundaries, suicide/self-harm, bullying / cyber bullying to name a few. Programs are delivered virtually and include testing after each module for engagement and learning. Programs include student and adult training on "Recognizing the Signs."

# 17. Describe how your company and its solutions meet the standards set forth in FERPA, HIPPA, and COPPA requirements.

The Federal Education Rights and Privacy Act requires educators to protect the privacy of students and safeguard the confidentiality of their records. As our platform is 100% anonymous, we avoid many of the upfront categories of data that are typically protected under FERPA. STOPit Solutions does not require registration (and a User cannot register) in order to initiate a report on our platform, and thus no personally identifiable information is captured (no name, email, phone number, or student ID, etc.). A User may self-identify or volunteer information however, and because of this and the general sensitivity of the information flowing through our platform, we take great care in safeguarding access and data security. We have a multi-tiered permissions process allowing only those with designated permissions and appropriate role assignments

to view such data. We also apply significant resources to 3 generally recognized areas in order to be FERPA compliant including:

- Encryption Incident data is encrypted in-transit and at-rest using advanced encryption standard (AES)
- •Vulnerability Testing We regularly undergo third party security audits which provide vulnerability testing and results which are promptly remediated where necessary
- Compliance Monitoring Mechanisms We utilize industry standard monitoring tools, specifically, the Site 24x7 suite of analytics and alerts, to ensure performance and identify threats and vulnerabilities

FERPA does allow educators to disclose those records, without parental consent, to certain parties with legitimate educational interest and we consider our incident monitoring agents and their supervisors to belong to this category of exemptions.

HIPAA is the Health Insurance Portability and Accountability Act which covers sensitive patient data protection. Although generally utilized in a health care setting, HIPAA compliance can be applied to student health information in an education setting and, to a degree, information which is gathered by our platform. The above responses under the FERPA section will generally all apply to this section on HIPAA.

Also, in terms of our hosting infrastructure, STOPit Solutions maintains an entirely FERPA and HIPPA compliant cloud-based hosting platform through Amazon Web Services, which is widely regarded as a world class, scalable and secure hosting partner for platforms housing sensitive data.

STOPit publishes prominently on its website a Children's Privacy Policy (<a href="https://stopitsolutions.com/childrens-privacy-policy/">https://stopitsolutions.com/childrens-privacy-policy/</a>) which states and explains our compliance in all respect with COPPA. As part of our onboarding process, STOPit only interacts with school administrators and does not directly coordinate the use of our platform with students. That responsibility is bestowed upon school administration and we specifically require schools to abide by COPPA prior to allowing use of our platform by children under the age of 13. Our ability to presume compliance to COPPA by school administration is attested for 2015 guidance issued by the Federal Trade Commission on compliance with COPPA.

# 18. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.

STOPit is a well-managed and disciplined organization with checks and balances and check points throughout our organization. Some of the self-audits and programs includes:

- Weekly Dashboards distributed to our Executive Committee which measure performance throughout all areas of our organization.
- QC Team Our technology team has a QC department which is a critical part of ensuring that any new code releases meet our quality standards
- Life Safety Incidents Our incident monitoring team is backed up with a company–wide alarm which alerts a wide audience in the event incidents are not addressed within a period of time well below our SLA standards. Though rarely triggered, this alert is a very important part of our incident monitoring team to ensure that all incidents are reviewed for "emergency and escalation needs" immediately.

#### **Exceptions & Deviations** (10 points)

- 1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

  None
- 2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:
  - RFP section number and page number
  - Describe the exception
  - Explanation of why this is an issue

None

#### References

Provide three (3) references that have purchased the Student Safety Solutions being proposed from your company within the last two (2) years. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. \*Note, please ensure your references are prepared to speak with a representative from CPC.

Reference #1 - Company Name **Service Level Purchased** Year of Purchase **Reference Contact** 

Phone **Email** 

Southwest Arkansas Education Cooperative All services requested in this RFP Phoebe Bailey 870-777-3076

**Reference #2 - Company Name Service Level Purchased** Year of Purchase **Reference Contact** 

Phone **Email** 

Smoky Hill ESC All services requested in this RFP Chris Moddelmog 785-825-9185 cmoddelmog@smokyhill.org

Phoebe.bailey@swaec.org

Reference #3 - Company Name **Service Level Purchased Year of Purchase Reference Contact** Phone

**Email** 

CESA 10 All services requested in this RFP 2017 Kerrie Ackerson 715.720.2121 kerrieackerson@cesa10.k12.wi.us

#### **Additional Requirements**

As required by CPC, submit the following additional items as individual PDFs as outlined below:

#### 1. Exhibit A - Marketing Plan - Name of Company (20 points)

Submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor's website.

See attached Marketing Plan uploaded to the Public Purchase Portal

#### 2. Exhibit B - Letter/Line of Credit - Name of Company

Attach a letter from a business' chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. "Credit in the low six (6) figures" or "a credit line exceeding five (5) figures"). The Letter/Line of Credit will be deemed "Confidential". This letter/line of credit is a requirement to determine the financial stability of the company.

See attached Line of Credit Letter from SaaS Capital that was uploaded to the Public Purchase Portal.

### Pricing Solution 1

Please see below pricing structure and note that our platform and all costs involved are variable based upon student count (ADA). We have thus expressed all pricing quotes based upon district size (per student based on district ADA), with the exception of pricing for districts under 1000 students which are presented as a Fixed Price.

NOTE: Our platform as are most anonymous reporting platforms that we are aware of is made to operate with reporting solutions and an incident management system operating as a bundled solution. One component cannot operate without the other, nor can it be purchased separately. We therefore have combined our pricing to incorporate Solution 1 and Solution 2a under the same pricing structure as shown below.

Pricing is based upon a <u>24 months term</u> (Sept 1, 2020 – Aug 31, 2022) as specified earlier. We are happy to prorate pricing according to actual system use. We further guarantee this pricing to be available for the initial term and one addition 2-year renewal term.

Solution 1 – Anonymous Reporting

							Me	ember	
	District ADA			List Price		CPC Disc	Pricing		
	less than 1,000				2,000	15%		1,700	< Min. District pricing
1,000	to	1,999		\$	2.00	15%	\$	1.70	< Pricing per ADA
2,000	to	2,999	5	\$	2.00	20%	\$	1.60	< Pricing per ADA
3,000	to	3,999	5	\$	2.00	25%	\$	1.50	< Pricing per ADA
4,000	to	4,999		\$	2.00	30%	\$	1.40	< Pricing per ADA
5,000	to	5,999		\$	2.00	35%	\$	1.30	< Pricing per ADA
6,000	to	7,499		\$	2.00	40%	\$	1.20	< Pricing per ADA
7,500	to	8,999	9	\$	2.00	45%	\$	1.10	< Pricing per ADA
9,000	to	11,999		\$	2.00	45%	\$	1.10	< Pricing per ADA
1	12000 and greater			\$	2.00	52%	\$	0.96	< Pricing per ADA

## Pricing Solution 2a

Please see below pricing structure and note that our platform and all costs involved are variable based upon student count (ADA). We have thus expressed all pricing quotes based upon district size (per student based on district ADA), with the exception of pricing for districts under 1000 students which are presented as a Fixed Price.

NOTE: Our platform as are most anonymous reporting platforms that we are aware of is made to operate with reporting solutions and an incident management system operating as a bundled solution. One component cannot operate without the other, nor can it be purchased separately. We therefore have combined our pricing to incorporate Solution 1 and Solution 2a under the same pricing structure as shown below.

Pricing is based upon a 24 months term (Sept 1, 2020 – Aug 31, 2022) as specified earlier. We are happy to prorate pricing according to actual system use. We further guarantee this pricing to be available for the initial term and one addition 2-year renewal term.

Solution 2 – Incident Management System

No additional charge – pricing included within Solution 1

# Pricing Solution 2b

Please see below pricing structure and note that our platform and all costs involved are variable based upon student count (ADA). We have thus expressed all pricing quotes based upon district size (per student based on district ADA), with the exception of pricing for districts under 1000 students which are presented as a Fixed Price.

Pricing is based upon a 24 months term (Sept 1, 2020 – Aug 31, 2022) as specified earlier. We are happy to prorate pricing according to actual system use. We further guarantee this pricing to be available for the initial term and one addition 2-year renewal term.

Solutions 2b - 24/7 Incident Monitoring Services

					Men	nber	
Dis	trict ADA	List I	Price	CPC Disc	Pric	ing	
less	than 1,000		1,000	0%		1,000	< Min. District pricing
1,000 to	1,999	\$	1.00	0%	\$	1.00	< Pricing per ADA
2,000 to	2,999	\$	1.00	18%	\$	0.82	< Pricing per ADA
3,000 to	3,999	\$	1.00	22%	\$	0.78	< Pricing per ADA
4,000 to	4,999	\$	1.00	26%	\$	0.74	< Pricing per ADA
5,000 to	5,999	\$	1.00	30%	\$	0.70	< Pricing per ADA
6,000 to	7,499	\$	1.00	36%	\$	0.64	< Pricing per ADA
7,500 to	8,999	\$	1.00	40%	\$	0.60	< Pricing per ADA
9,000 to	11,999	\$	1.00	40%	\$	0.60	< Pricing per ADA
12000	and greater	\$	1.00	40%	\$	0.60	< Pricing per ADA

# Pricing Solution 3

Please see below pricing structure and note that our platform and all costs involved are variable based upon student count (ADA). We have thus expressed all pricing quotes based upon district size (per student based on district ADA), with the exception of pricing for districts under 1000 students which are presented as a Fixed Price.

Pricing is based upon a <u>24 months term</u> (Sept 1, 2020 – Aug 31, 2022) as specified earlier. We are happy to prorate pricing according to actual system use. We further guarantee this pricing to be available for the initial term and one addition 2-year renewal term.

Solution 3 – Social-Emotional Learning Tools

			Member	
District ADA	List Price	CPC Disc	Pricing	
less than 1,000	2,000	55%	900	< Min. District pricing
1,000 to 1,999	\$ 2.00	58%	\$ 0.84	< Pricing per ADA
2,000 to 2,999	\$ 2.00	58%	\$ 0.84	< Pricing per ADA
3,000 to 3,999	\$ 2.00	58%	\$ 0.84	< Pricing per ADA
4,000 to 4,999	\$ 2.00	58%	\$ 0.84	< Pricing per ADA
5,000 to 5,999	\$ 2.00	58%	\$ 0.84	< Pricing per ADA
6,000 to 7,499	\$ 2.00	58%	\$ 0.84	< Pricing per ADA
7,500 to 8,999	\$ 2.00	58%	\$ 0.84	< Pricing per ADA
9,000 to 11,999	\$ 2.00	58%	\$ 0.84	< Pricing per ADA
12000 and greater	\$ 2.00	58%	\$ 0.84	< Pricing per ADA

## Addendum Acknowledgement

**Instructions:** Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

to my proposai, pians and/or specifications, etc.	
Addendum Numbers Received (check the box next to each	addendum received):
Addendum No. 1	Addendum No. 5
Addendum No. 2	Addendum No. 6
Addendum No. 3	Addendum No. 7
Addendum No. 4	Addendum No. 8
I understand that failure to confirm receipt of addenda may	cause for rejection of this response.
	Authorized Signature
	07-10-20
	Date
<b>Acknowledgment:</b> I hereby acknowledge that no adde understand that failure to confirm this acknowledgment may	
	MARGITI
	Authorized Signature
	07-10-20



### **Contract Offer & Award**

**Instructions:** Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

### Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

<b>Business Name</b>	Inspirit Group, LLC dba STOPit	Date	07-10-20
Address	101 Crawfords Corner Rd., Suite 4 105-R	City, State, Zip	Holmdel, NJ 07733
Contact Person	Charles P. Mays III	Title	President
<b>Authorized Signature</b>	MMarti	Title	President
Email	pmays@stopitsolutions.com	Phone	908-748-4501

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency			
Authorized			
Representative			
•			
Name Printed or Typed			
Awarded this	day of	<b>Contract Number</b>	
<b>Contract to Commence</b>			

# Uniform Guidance "EDGAR" Certification Form 200 CRF Part 200

**Instructions:** When a purchasing 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, referred to as the "Uniform Guidance" or new "EDGAR". All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor's willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

### 1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

### 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor's return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency's provision shall control.

### 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract 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.

### 4. Davis Bacon Act

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply 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, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at <a href="www.wdol.gov">www.wdol.gov</a>. 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 wage determination.

Vendor further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

### 5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. The requirements of the 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### 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 sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "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.

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

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

### 8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 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 contain 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 the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the 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 state statutory or regulatory authority other than Executive Order 12549.

### 9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 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 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **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.

### 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 CFRR 200.323(b). When required by a participating agency, the 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 the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

### 12. General Compliance 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 agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By <u>initialing the table</u> (1-12) and <u>signing below</u>, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES	Com
2. Termination for Cause of Convenience	YES	Com
3. Equal Employment Opportunity	YES	Com
4. Davis-Bacon Act	YES	Com
5. Contract Work Hours and Safety Standards Act	YES	Com
6. Right to Inventions Made Under a Contract or Agreement	YES	Com
7. Clean Air Act and Federal Water Pollution Control Act	YES	Com
8. Debarment and Suspension	YES	Gom
9. Byrd Anti-Lobbying Amendment	YES	Com
10. Procurement of Recovered Materials	YES	Com
11. Profit as a Separate Element of Price	YES	Com
12. General Compliance with Participating Agencies	YES	Com

## Inspirit Group, LLC dba STOPit Solutions

Name of Business

Signature of Authorized Representative

MMapte

Charles P. Mays III / President

Printed Name/Title

07-10-20

Date

## **Solicitation Checklist**

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (<a href="www.publicpurchase.com">www.publicpurchase.com</a>). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
X	Performance Bond of \$2,500 (Copy)	Submit as PDF
X	Pricing – Solution 1 – Name of Company	Submit as PDF
X	Pricing – Solution 2a – Name of Company	Submit as PDF
X	Pricing – Solution 2b – Name of Company	Submit as PDF
X	Pricing – Solution 3 – Name of Company	Submit as PDF
X	Vendor Questionnaire - Name of Company	Submit as PDF
X	Exhibit A – Marketing Plan – Name of Company	Submit as PDF
X	Exhibit B - Letter/Line of Credit - Name of Company	Submit as PDF
X	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. *Signatures Required
X	Certificate of Insurance – Name of Company	Submit as PDF
X	Additional Information – as required  • Business Type Certificate (See Vendor Questionnaire)	Submit as PDF

**IMPORTANT:** All items <u>must be</u> submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents <u>will not be accepted</u>. Double-check your uploaded documents for completion prior to submission.

Authorized Signature

Charles P. Mays III / President

Printed Name/Title

07-10-20

Date

# Subcontractor Utilization Form

Solicitation Name:

**Student Safety Solutions** 

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Number:	RFP #21.3
Vendor Name:	Inspirit Group, LLC dba STOPit Solutions
If a subcontractor will n	not be used, check this box:
Company Name:	No subcontractors shall be used
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Cont	act:
Services to be provide	d:
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Cont	act:
Services to be provide	d:
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Cont.	act:
Services to be provide	
1	

Mapte

#### **STOPit Solutions- Marketing Plan**

STOPit Solutions provides Partners and Organizations with an effective marketing program to ensure quick and efficient introductions and roll-out to K-12 school districts and other entities. Our services include:

- Design and Consulting we design a solution with a program configuration to meet your needs
- Program Marketing Working within your boundaries, we leverage communication to broadcast program details through tactical and collaborative methods including email content, CPC / customer newsletters, STOPit webinars, press and social media assets. We also attend member meetings and key member events which we both feel might help with program marketing. Our in-house agency will design, develop and implement all collateral and assets – Getting the word out quickly, accurately and efficiently is important to program success especially during the early going. Detailed below is the Marketing collateral we provide:
  - 1. Product Overview- Software & Services Brochure
  - 2. Co-Branded webpage for Organizations to visit and learn more about STOPit
  - 3. Introduction email from CPC announcing partnership with STOPit
  - 4. Newsletter and Newsletter Content
  - 5. Member Insured Webinars (Initiated from and Run By CPC)
  - 6. Member Insured Webinars (Initiated from and Run By STOPit)
  - 7. STOPit email campaigns with telephone follow-up by STOPit Adoption Specialists
  - 8. Social Media Post Content
  - 9. Customer Committee and Member Meetings (Initiated by Customer)
  - 10. STOPit webpage Assets and Content for CPC website
  - 11. Thought Leadership (BLOG and customer website content)
  - 12. On-the-Ground Regional Introductions (where applicable)
  - 13. Attend and Present at CPC annual meeting (STOPit to attend & engage members)
  - 14. Educational Webinars on School Safety, Mental Health & Wellness

Upon approval, STOPit's marketing team develops the above marketing collateral along with a specific timetable and calendar of events both short and long term. Introduction and marketing launch is typically ready within 10 working days and is coordinated by both CPC and STOPit.





### **Customer Success**

Our Customer Success team is frequently communicating with CPC organizations through webinars, newsletters, product updates and other educational resources. We consistently work with CPC staff to broaden program usage to ensure successful outcomes. All STOPit Solutions customers enjoy 24/7/365 access to our support team for feature training, general questions, technical support, and marketing needs.

### **Program Success (Account Management)**

Our Account Management team will work specifically with you, our partner, to report on program results, provide valuable insights and help interpret actionable data emanating from STOPit customers.



RFP Name: RFP #21.3 – Student Safety Solutions

Respondent: Inspirit Group, LLC

dba STOPit Solutions

101 Crawfords Corner Rd., Suite 4 105-R

Holmdel, NJ 07733

Federal Tax ID Number: 47-1600407

Authorized Representative: C. Parkhill Mays III, President

Phone: (908) 748-4501; Fax: (917) 463-1002

Email: pmays@stopitsolutions.com

Due Date: July 15, 2020

Dear Sirs / Madam:

Inspirit Group, LLC, dba STOPit Solutions proudly responds to RFP #21.3 — Student Safety Solutions with the reply contents included herein. With 5700+ school customers representing more than 3.0 million students, STOPit Solutions is a leader in the field of anonymous reporting, incident management and school safety. STOPit and its team offer to support Cooperative Purchasing Connection ("CPC") and Minnesota students, faculty, and community members in their quest to achieve goals outlined in this RFP. We believe our technical expertise, integrated service components, and experience are unmatched when compared with the few firms capable of responding to the requirements of this RFP. Furthermore, with our simple, fast and powerful platform design and expertise in complex project management, our launch team will expeditiously organize CPC team members, manage a timeline and prepare the team for platform launch early in the 2020-21 school year (by September 1, 2020 as referenced in the RFP). As supported through our response herein, our solutions meet or exceed all requirements specified within this RFP.

As a duly authorized officer of STOPit Solutions, designated to respond to and receive all notices relating to this RFP. <u>Finally, please note that the corpus of our RFP response is highlighted in blue following each question posed from the RFP itself</u>. This response follows this letter and, together with all attachment and other information posted on the Public Purchase portal, encompasses our response to this RFP.

STOPit Solutions is uniquely qualified to take on this important challenge and, if engaged, we will give this assignment our closest attention. We thank you for the opportunity to present our reply to this RFP and for considering our offer to support you.

Sincerely,

C. Parkhill Mays III

CMMapte

President

### I. Introduction

Proposals for the requested products and/or services are detailed in the accompanying Technical Specifications.

The Cooperative Purchasing Connection (CPC) is a joint powers group of service cooperatives in Minnesota, organized pursuant to Minnesota Statute 123A.21. Service cooperatives are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services. In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, MN, to provide purchasing contracts to its participating agencies. South Dakota participating agencies can utilize CPC's purchasing contracts through South Dakota statute 5-18A-37.

Collectively, CPC's participating agencies purchase, on average, over \$60 million annually through its contracted vendors.

LCSC provides the administrative functions of CPC. Administrative functions include but are not limited to: bid and contract research, development, and negotiations; fiscal reporting agent; marketing; contract promotion and agency support services.

### II. Solicitation Procedures

### A. Vendor Qualifications

All proposals must contain answers, responses and/or documentation to the information requested. A Vendor failing to provide the required information/documentation will be considered non-responsive.

Vendors must demonstrate their ability, capacity and available resources to provide the requested products and/or services to participating agencies. Vendors are required to communicate and demonstrate within their response that they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. CPC reserves the right to accept or reject any Vendor failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

Inspirit Group, LLC, dba STOPit Solutions, formed on August 13, 2014 as a Delaware Limited Liability Company, has extensive knowledge, background, and nearly 6 years of experience with designing, developing, delivering, installing, maintaining, and supporting the software and services required for this RFP.

### **B.** Required Securities

**Bid Bond:** By the due date and time of this solicitation, a vendor shall submit with its response, an electronic PDF copy of a bid bond in the form of a bond, for \$2,500. Such bond is to be issued by a surety authorized to do business in the state of Minnesota, payable to CPC, Attn: Cooperative Purchasing, 1001 E. Mount Faith Ave., Fergus Falls, MN 56537, as a guaranty that the Vendor will enter into a contract with CPC. If awarded, the Vendor will have five (5) business days from award notification to submit the original bid bond via postal mail to CPC. The bond will be immediately forfeited to CPC in the event the Vendor is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation. This bond pledges that the Vendor will abide by the terms stated in this solicitation and in the Vendor's proposal and pledges the faithful performance of the contract and the payment of all obligations arising thereunder. Failure to comply with the Vendor(s) proposal, the bid bond shall be forfeited to CPC as liquidated damages, not as a

penalty. Loss of the bond may include but is not limited to poor customer service, poor quality of product, delivery issues, lack of reporting, and lack of administrative fee payments. The bond or check shall remain in force for the entire duration of the contract term and must be renewed annually upon contract renewal. The bond or approved security shall be returned to the awarded vendor upon the successful completion of the bid cycle, a maximum of four (4) contract terms.

# STOPit Solutions has acquired the necessary bid Bond and has uploaded the pdf copy of this Bond on the Public Purchase portal.

Once the bid bond has been posted, failure from the Vendor to comply with this RFP and the terms and conditions, the bid bond shall be forfeited to CPC as liquidated damages, not as a penalty. The loss of the bid bond will include, but is not limited to:

- 1. Poor communication; multiple documented failures to correspond with CPC.
- 2. Poor customer service; failure to respond on multiple occasions to CPC's participating agencies within a timely manner.
- 3. Poor quality of product and failure to replace/refund agency purchases when appropriate.
- 4. Delivery issues; consistent and documented failures to deliver product on time or in proper condition.
- 5. Lack of on-time reporting and inaccurate quarterly reports.
- 6. Lack of on-time quarterly administrative fee payments.

### C. RFP Timeline:

Date/Time	Event
June 15, 2020	Publication of RFP #21.3 – Student Safety Solutions
June 29, 2020 at 11:00 a.m. CT	Non-Required Conference Call
July 3, 2020, at 10:00 a.m. CT	Deadline for Vendors to Submit Questions
July 15, 2020, at 10:00 a.m. CT	Deadline for Submission
August 8, 2020	Contact Vendor/Award(s) Made
September, 2020	Initial Start of Contract Term

D. **Non-Required Conference Call:** A web conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. The conference call will not be recorded. To attend the conference call, click:\_

https://us02web.zoom.us/j/86125403637?pwd=Y2wxaUw0ZXY4Wit2VGdlTmhkMGlldz09.

1. **Dial-in Number:** +1 302 715 8592 or +1 312 626 6799

2. **Meeting ID:** 861 2540 3637

3. Password: 8ZsAYF

### E. RFP Submission

**Public Purchase:** All solicitations can be found on a web-based system called Public Purchase. Public Purchase is an easy-to-use platform that provides Vendors with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit a response to the solicitation. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

**Submission of Proposals:** It is the responsibility of the Vendor to be certain that the proposal being submitted has been uploaded to Public Purchase by the submission deadline, as described in the solicitation. All proposals will be submitted electronically via Public Purchase. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase at <a href="mailto:support@publicpurchase.com">support@publicpurchase.com</a> or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission <a href="mailto:will not be">will not be</a> password protected.

Hardcopy proposals are invalid and will not receive consideration.

### F. RFP Particulars

**Correction of RFP Documents:** Upon examination of the solicitation, Vendors shall promptly notify the RFP Facilitator of any ambiguity, inconsistency or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, no later than seven (7) business days prior to the solicitation submission deadline. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum.

**Addenda:** Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. If such confirmation is not received, the Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections, and changes. No answers to questions or addenda will be issued later than seven (7) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

**Interpretations:** Requests for additional information or questions in regards to the solicitation will be submitted through Public Purchase. CPC will respond accordingly through Public Purchase to all questions submitted by the question deadline and/or by issuing an addendum.

**Modifications or Withdrawal of a Proposal:** A proposal may not be modified, withdrawn or canceled by the Vendor for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Vendor so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

**Opening of Proposals (Opening Record):** Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available in Public Purchase and posted to the CPC website, within 48-hours after the opening.

### **G.** Solicitation Evaluation

No single factor will determine the final award decision. Proposals will be evaluated using a multistep process:

- 1. Initial Review CPC will perform an initial responsiveness review to determine compliance with the solicitation requirements. Vendors that do not meet the solicitation requirements as outlined in the solicitation shall be deemed <a href="mailto:non-responsive">non-responsive</a> and will not receive further consideration. All proposals that meet the minimum solicitation requirements will proceed to the evaluation process.
- 2. Technical Proposal The technical proposal will be evaluated based on the criteria outlined below. Total scores from the evaluation team will be averaged amongst the number of evaluators.
- 3. Cost Proposals Cost proposals will be scored and averaged amongst the number of evaluators. Scores from the technical proposal and cost proposal will be combined to determine the responses that provide the best value to participating agencies.

Factor	Guidance					
5	Outstanding far exceeds minimum requirements in most areas					
4	Above average, exceeds minimum requirement	nts in many or a	ll areas			
3	Average, meets minimum requirements, exce	eds minimum re	equirements in some areas			
2	Slightly below average, meets minimum requi					
1	Well below average, barely meets minimum r	equirements				
0	Totally unresponsive, does not meet minimur	n requirements				
			[Vendor A]			
Criteria		Points	Average Points Awarded			
Qualifications &	Experience	55	0			
Marketing & Par	tnership	25	0			
Financials & Lev	vel of Support	30	0			
Industry Specifi	c Information	180	0			
Exceptions & De	eviations	10	0			
Exhibit A - Mark	reting Plan	20	0			
Total Technica	0					
Proceed to Prici	ng Evaluation?	Yes/No				
Pricing Proposa	l					
Solution 1 - Ano	nymous Reporting	100	0			
Solution 2a - Inc	rident Management	100	0			
Solution 2b - 24	/7 Monitoring Services	100	0			
Solution 3 - Soci	al-Emotional Learning Tools	100	0			
Total Pricing P	oints	400	0			

**Rejection of Any or All Proposals:** CPC reserves the right to award the entire contract to one Vendor, to award multiple contracts, or to reject any or all proposals.

### H. Contract Award

**Binding Contract:** A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, scope of work, and specifications contained in the solicitation. The Vendor acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

**Notification of Intent to Award:** An award notification will be made by Friday, August 7, 2020. The actual award is subject to approval by the CPC Board of Directors.

**Contract Term:** The term of the contract resulting from this RFP will be from September 1, 2020, through August 31, 2022. There will be an optional renewal for a period lasting no longer than one (1), additional two-year term, based on successful performance. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor evaluation. Performance criteria will include:

- 1. Contract start-up and communication
- 2. Partnership responsiveness with CPC
- 3. Participating agencies evaluation(s)
- 4. Volume, sales, and competitiveness
- 5. Marketing

**Administrative Fee:** The Vendor will be required to pay a two (2.0%) percent administrative fee on the total sales price of all purchases shipped and billed to participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC on a quarterly basis, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

**Sales Reports Required of the Vendor:** The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies within the said quarter, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. <u>All reports will be submitted in MS Excel within 20 business days after the end of each fiscal quarter,</u> (see Appendix A) listing the following information:

- 1. Name of purchasing agency
- 2. Address of purchasing agency (city, state, zip code)
- 3. Date of purchase
- 4. Invoice number
- 5. Amount of purchase
- 6. Administrative fee generated by sale
- 7. Savings generated by sale

STOPit Solutions will provide a quarterly report listing the sales volume showing the gross dollar amount of all purchases made and other required information via an Excel file, in substantially similar form as presented below.

Sales Report Template

# Inspirit Group, LLC dba STOPit (Vendor Name) April - June 2020 (or applicable quarter) Sales Report

Purchasing Agency	Address	City	State	Zip	Date of Purchase	Invoice Number	Invoice Amount	Administrative Fee	Member Savings Generated

Certificate of Insurance: The Vendor must purchase, maintain and <u>provide</u> certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent to CPC upon coverage renewal. The Vendor must meet the following, minimum coverage requirements:

- 1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
- 2. Automobile Liability: \$1,000,000 each occurrence
- 3. Workers Compensation: \$100,000
- 4. Professional Liability Errors & Omissions: \$1,000,000 each occurrence
- 5. Professional Liability Cyber Security: \$1,000,000 each occurrence

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI with their proposal submission.

STOPit Solutions has uploaded the Certificate of Insurance and identified CPC as a Certificate Holder.

**Contract Development:** Following the final evaluations and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Vendor(s). If a satisfactory contract cannot be developed with the most highly qualified Vendor(s) the second most qualified Vendor(s) may then be approached to develop a contract.

**Audit Packet:** Public inspection of the solicitation process will be made available during normal business hours in the RFP Facilitator's office (Fergus Falls, MN). Those requesting a printed, hard copy of the solicitation process will need to pay a twenty-five (\$25.00) service fee.

### III. Technical Specifications

A. **Scope of Work:** CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to develop a program for participating agencies to have the ability to purchase from a broad-line of student safety solutions, at consortium level discounted pricing. CPC is seeking one or all of the following student safety solutions: anonymous reporting, incident management and 24/7 monitoring services, and social-emotional learning tools to aid the current school climate. Solutions that serve the direct K-12 and Higher Ed markets are required, however, solutions that may apply to cities, counties, nonprofits, other governmental agencies, or other entities contracted on behalf of a participating agency will be considered a value-add. A Vendor shall have established a percentage discount from a catalog list, published prices, or price list. Discounts may be submitted for an entire solution or for specific products or manufacturer categories.

STOPit Solutions is equipped with the necessary resources and capabilities to provide an effective program for all participating agencies which include; K-12 and Higher Ed, cities, counties, nonprofits, and other governmental agencies.

**Objective:** Through the combination of purchasing power, CPC's objective is to achieve cost savings

through a single competitive solicitation process. This process eliminates a vendor from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will work closely with the Vendor to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Vendor.

CPC intends to award this solicitation to one or more vendors based on who can offer acceptable student safety solutions that can be of benefit to all participating agencies. Manufacturers may respond directly and will be required to identify regional suppliers to execute the contract as long as pricing is consistent in the tri-state area and designated suppliers adhere to the terms outlined in this solicitation.

CPC encourages providers of all manufacturers/brands to bid, providing the following criteria are met:

- 1. Pricing discounts offered on a full range of quality products and services.
- 2. Warranty protection.
- 3. Training and support, when applicable.
- 4. Installation, when applicable.
- 5. Guaranteed pricing discounts, held firm for the duration of the contract term.

Vendors who meet any or all of the mentioned above must complete the required documents in their indicated format to be considered a responsive and responsible vendor.

We acknowledge all of these provisions above and have uploaded Pricing PDF's as required of this RFP. All of our services come with training and full set up and guarantee of satisfaction.

B. **Quantity History:** The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). Student Safety Solutions is a new solicitation category being sought by CPC as a result of needs or participating agencies.

With CPC's intent to market the contract to participating and potential agencies and to possibly position the contract within the Express online marketplace, when applicable, it is CPC's belief that the program will continue to grow significantly throughout the course of the solicitation term, not to exceed four (4) years.

### C. Terms and Conditions:

An attempt has been made to standardize the language used in this solicitation. The words "must", "shall", "mandatory" and the phrase "it is required" are used in connection with a mandatory specification. The words "should" and "may" are used in connection with a specification that is desirable.

### General:

- 1. The Vendor must provide stakeholders with training and educational materials to effectively implement the any and all solutions proposed.
  - a. It is important that users know that the solution is more than just a "tipline", that adults are able and willing to help.
  - b. Training materials will include videos, FAQs, student and staff assemblies, best practice guides, download card templates, and parent and student letters.
  - c. Training on the technology solution as well as educational materials ensures that all Our full-service reporting platform includes reporting options using Mobile and Web apps, and our 24/7/365 Anonymous Reporting Hotline. users are fully trained will

be critical to the solutions success.

2. The Vendor must provide participating agencies who have non-emergency related questions, issues, and/or concerns with an efficient response; responding to agencies within 24hours.

### **Solution 1 - Anonymous Reporting:**

- 1. The solution shall provide a smartphone application, a hotline, or a website in the applicant's geographic area to provide a way for students, teachers, faculty, and community members to anonymously identify school violence threats.
  - a. Private two-way anonymous texting and sharing shall available.

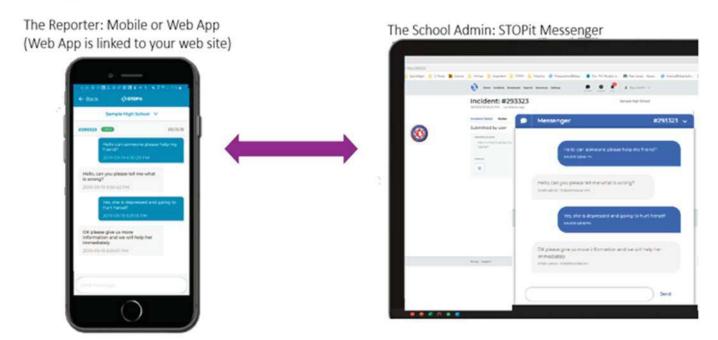
STOPit's full-service anonymous reporting platform includes reporting options using Mobile and Web apps, and our 24/7/365 Anonymous Reporting Hotline. All (3) reporting methods are available to students, teachers, faculty, and community members in the applicant's geographic area. In addition, school administrators can manually enter reported incidents directly into the incident Management System (a 4th way to report). These reporting methods and their submission into our incident management platform (STOPit Admin) are depicted in the below graphic.



STOPit Messenger allows school administrators to conduct a <a href="two-way anonymous">two-way anonymous</a> <a href="communication">communication</a> with reporters. STOPit allows school or district level administrators to have a two-way dialogue with the reporter, in a text-like fashion. This two-way anonymous communication may take place at any time after the incident is submitted (e.g., one day later, one week later, etc.) until the incident is closed by the administrator.

### STOPit Messenger is depicted below.

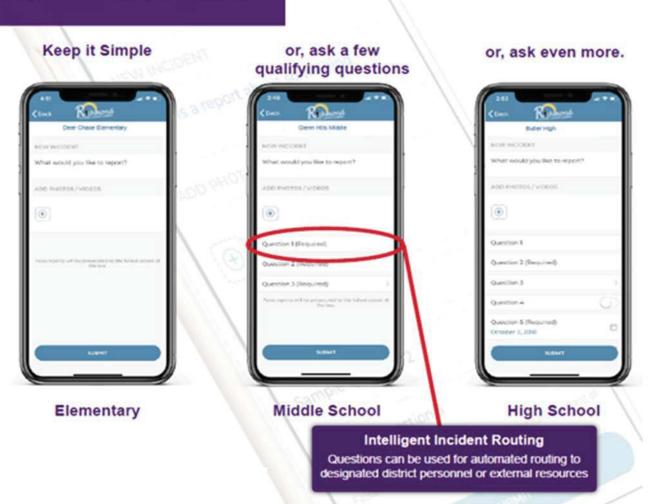
- Two-way communication
- Improves the Investigatory Process
- Take Action Quickly



The STOPit Mobile and Web Apps, used to report incidents, are <u>roster-less</u> and no identifiable account is required, nor can one be established on our application. No personally identifiable information is obtained during the registration process. Registration to a reporting organization is done via a district supplied access code which, when entered into our Apps (a one-time event), matches that Reporter to the proper organization. While reporters are free to self-identify, no personal or device identifying information is captured during that process.

In addition to STOPit Messenger, described above, another unique feature of our platform is the ability for administrators to configure the app experience using custom fields (questions, statements, date / check boxes, etc.) and Get Help Resources (a Hotline, other helpful phone numbers, and URL links). This custom configuration can be made at both the district level OR school level and we frequently see this process used to provide a different App experience for Elementary School (younger students) versus Middle and High Schools (older students). Furthermore, STOPit does not provision licenses and encourages use by faculty, parents, and the school community and thus, other configuration experiences geared toward those audiences may be deployed. This custom configuration can also be used to automate the tip routing function so that incidents of a specific type may be automatically routed to the correct resources or personnel instead of via manual intervention or triage.

## Configurable Experience



2. The solution shall be secure and encrypted, providing participants with the guarantee of complete anonymity to fully report all potential concerns.

STOPit's technology is 100% anonymous. Our apps do not require an email address, student ID, telephone number or any personal identifier upon activation. All users are required to enter a school provided access code which is the same for all users which simply routes reports to the proper school administrators. The STOPit Mobile and Web Apps, used to report incidents, are <u>roster-less</u> and thus no identifiable account is required, nor can one be established in order to initiate an incident on our application. No personally identifiable information is obtained during the registration process. Registration to a reporting organization is done via a Organization supplied access code which, when entered into our Apps (a one-time event), matches that Reporter to the proper organization. While reporters are free to self-identify, no personal or device identifying information is captured during that process.

All reports and data are securely encrypted at-rest and in-transit on industry best practices.

**3.** The Vendor shall provide a robust technology and training package to be provided to students, parents, faculty, and staff; available on multiple platforms.

STOPit has extensive experience providing a robust technology, full-service training package, setup and implementation guidance to thousands of schools and other organizations. Training implementation includes 1) Discovery: discussions involving the initial consultation and configuration process and 2) Training Package: comprehensive training for each district, school staff, faculty, students and parents. Initial and periodic webinar style training sessions all to be defined during our initial consultation and available on multiple platforms.

STOPit's Implementation team works with each customer to ensure that the platform is configured appropriately and launched properly and timely.

### **Implementation includes:**

- Discovery and Design
- Discuss overall system design and architecture
- Establish Workflow, Incident Types and Branding
- Establish Messaging and Content
- Introduce STOPit's Support Resources
- Account Set-Up
- Set-Up Schools and Administrator contacts
- Create Settings
- Training and Launch
- Conduct District Training
- Conduct School Administrator Training
- Launch Preparation Planning and Activities
- Customer Success and Support
- Day to day account management
- Online Resource Center; Live support
- Reporting & Analytics

STOPit Solutions is uniquely qualified to support school districts, students, staff and parents with our industry leading anonymous reporting solution. STOPit is highly skilled with implementation for large school districts and municipalities. This experience involves launching both small and large districts up to 100,000+ students. Details involving our approach include:

### **Launch Kit:**

STOPit provides comprehensive marketing materials for students, parents, staff and community. The Launch Kit (screen shot is below and full PDF has been uploaded) is easily accessible to administrators and includes:

- Poster packs of 20 (10 unique styles) for all organizations.
- Videos to launch STOPit with students, and videos to educate staff, parents and community.
- Fully customized email templates, and press templates to communicate STOPit's launch.

## **LAUNCHING STOPI**t

Launching STOPIt is as easy as 1, 2, 3:



Share your STOPit Access Code: Put up posters, print Download Cards, and read it during announcements



Host a STOPit Launch Assembly: Follow our student Assembly Agenda and play the Student Launch Video



Download & Activate STOPit: Encourage all students to download and activate STOPit

- Your STOPit Launch Assembly can be a schoolwide event, a classroom event, or both!
- Instruct students to bring their devices the day of the Launch Assembly. They should follow along with our Launch Video and activate the app together.

### Resources for Launch



Student Flyer



Student Assembly Agenda



Website Page Setup Guide



nload Card Template



Student Launch Video Script Template



Student Launch Video



Student Launch Video (With Captions)



Student Launch Video (Animated Version)



Spanish Posters



Spanish Launch Kit Resources

### **Additional Suggestions**

- · Run a story on STOPit in the student newspaper and morning announcements
- · Engage the student council and other student leaders to educate the community about STOPit
- . Include links to STOPit resources and Information on the school/district website
- . Encourage students to help create and run the STOPIt Student Assembly

### **Project Management:**

Our Implementation team is led by Teresa Reuter – Vice President, Customer Success who is the project manager in charge of all phases of implementation.

STOPit's support team is provided on a 24/7/365 basis for all our customers. Our technical support teams provide technical guidance and answer any questions relating to our Training Package.

- 3. The Vendor shall remain compliant with standards set forth in the Federal Educational rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPPA), and the Children's Online Privacy Protection Act (COPPA).
- a. The Vendor will not capture personally identifiable information in any element of the reporting platforms.

Our reporting platforms are 100% anonymous, and do not capture nor require a User to provide personally identifiable information.

b. Shall a participant provide personally identifiable information; the solution must employ multi-tiered permissions allowing only designated credentials to view such data.

Users are free to self-provide personally identifiable information and our solutions that access incident related information provided by users are password protected with customary industry standard protection protocol around mis-key and lockout, and periodic requirement to change. All data is encrypted in motion and at rest using industry standard encryption protocol. Our applications that access User incidents are indeed permissioned with 4 tiers ranging from Reports only (which does not have incident level access) to Administrator (access to all levels of the platform for their particular account).

The hosting environment which houses all User data is provided through Amazon Web Services (AWS) and managed by our internal technology team – Amazon is the world largest hosting provider and widely regarded as a world class, scalable and secure hosting partner for platforms housing sensitive data. We utilize industry standard security features as provided by AWS and routinely undergo vulnerability assessments with remediation where necessary, in order to ensure a highly secure data environment. System uptime for 2020 is currently 99.98% and for the entirety of our Company history, we have not been subject to a data breach or loss of data of any sort.

c. Under guidelines outlined by FERPA, education institutions are required to protect all personally identifiable information contained in student educational records.

The Federal Education Rights and Privacy Act requires educators to protect the privacy of students and safeguard the confidentiality of their records. As our platform is 100% anonymous, we avoid many of the upfront categories of data that are typically protected under FERPA. STOPit Solutions does not require registration (and a User cannot register) in order to initiate a report on our platform, and thus no personally identifiable information is captured (no name, email, phone number, or student ID, etc.). A User may self-identify or volunteer information however, and because of this and the general sensitivity of the information flowing through our platform, we take great care in safeguarding access and data security. We have a multi-tiered permissions process allowing only those with designated permissions and appropriate role assignments to view such data. We also apply significant resources to 3 generally recognized areas in order to be FERPA compliant including:

- Encryption Incident data is encrypted in-transit and at-rest using advanced encryption standard (AES)
- Vulnerability Testing We regularly undergo third party security audits which provide vulnerability testing and results which are promptly remediated where necessary
- Compliance Monitoring Mechanisms We utilize industry standard monitoring tools, specifically, the Site 24x7 suite of analytics and alerts, to ensure performance and identify threats and vulnerabilities

FERPA does allow educators to disclose those records, without parental consent, to certain parties with legitimate educational interest and we consider our incident monitoring agents and their supervisors to belong to this category of exemptions.

d. HIPPA compliance is critical for this solution in order to protect personal healthcare information that may arise during emergency situation management.

HIPAA is the Health Insurance Portability and Accountability Act which covers sensitive patient data protection. Although generally utilized in a health care setting, HIPAA compliance can be applied to student health information in an education setting and, to a degree, information which is gathered by our platform. The above responses under the FERPA section will generally all apply to this section on HIPAA.

Also, in terms of our hosting infrastructure, STOPit Solutions maintains an entirely FERPA and HIPPA compliant cloud-based hosting platform through Amazon Web Services, which is widely regarded as a world class, scalable and secure hosting partner for platforms housing sensitive data.

e. The solution must comply with COPPA as the majority of users will be comprised of students. COPPA gives parents control over what information is collected about their children online.

STOPit publishes prominently on its website a Children's Privacy Policy (<a href="https://stopitsolutions.com/childrens-privacy-policy/">https://stopitsolutions.com/childrens-privacy-policy/</a>) which states and explains our compliance in all respect with COPPA. As part of our onboarding process, STOPit only interacts with school administrators and does not directly coordinate the use of our platform with students. That responsibility is bestowed upon school administration and we specifically require schools to abide by COPPA prior to allowing use of our platform by children under the age of 13. Our ability to presume compliance to COPPA by school administration is attested for 2015 guidance issued by the Federal Trade Commission on compliance with COPPA.

f. CPC will include FERPA, HIPPA, and COPPA compliance as requirements in the competitive solicitation process in selection of a Vendor.

We are confident the responses above combined with our actual practices fully satisfy all matters of compliance with FERPA, HIPPA and COPPA for our platform.

### **Solution 2a - Incident Management**

1. The solution shall have real-time data and incident reporting.

STOPit's solution provides Users with the ability to anonymously report 24/7/365. All incidents from all sources are received by and stored in STOPit Admin, the Incident Management System. STOPit Admin provides immediate notification to administrators, facilitates real time anonymous communication, and promotes fast and efficient workflow for resolution of incidents. It serves as an efficient tool for reaching out to students, alerting them to school related safety matters or events, and generally staying in touch on important matters affecting the school.

2. The solution shall provide options for viewing, reporting, and data entry such as a smartphone application or website.

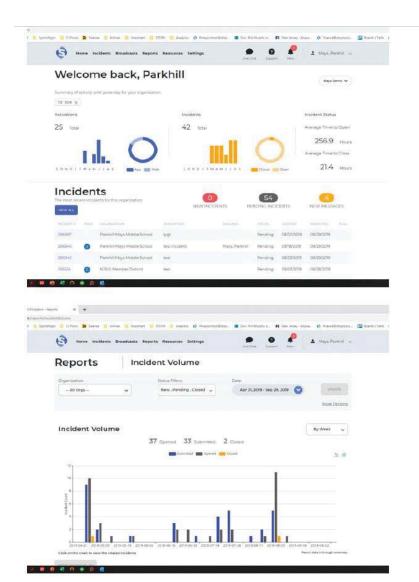
STOPit's platform is available to users and administrators on any smart device (mobile, web, tablets) or website. Administrators also have the ability to access the Incident Management System on our mobile app. Viewing, reporting, and data entry are all options available on the STOPit platform.

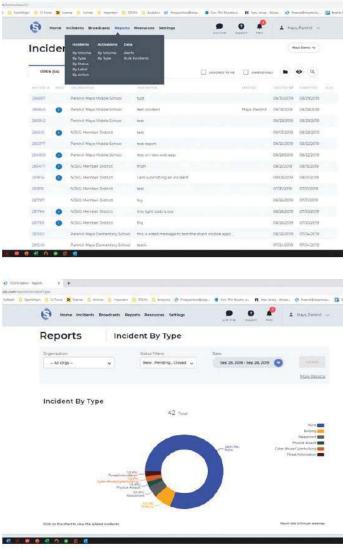
3. The solution shall provide workflow opportunities to alleviate and reduce paperwork between various departments that may be included in an incident.

STOPit Admin provides an intuitive, yet robust and comprehensive Incident Management System designed for Administrators to follow workflow of a reported incident to Resolution. The system is designed to reduce Administrators time monitoring and managing reports, reduce paperwork and manage all report statuses. Administrators have the ability to Escalate and Assign reports to one or more groups of individuals inter-departmentally. When a report is Assigned or Escalated, the ability to choose specific information or all information relating to the report is available.

4. The solution shall provide reporting tools allowing an agency to review and identify problem areas that need to be addressed.

STOPit's incident management system, available to each organization location, provides on-demand benchmark reporting of volume, incident type, incident resolution, positive and negative trends over time, and other commonly utilized incident data to identify problem areas that need to be addressed. The real-time incident data reports allow administrators to take action quickly and allocate education and training when and where needed. This information may also be downloaded in multiple formats and exported for use in satisfying reporting needs.

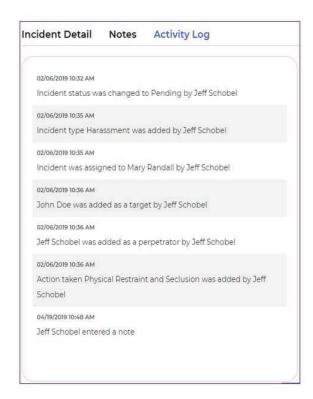




# STOPit's platform also records all activity and all actions occurring withing incidents on an Audit Log (date and time stamp).

# Activity Log





### Solution 2b - 24/7 Incident Monitoring Services

1. The solution shall have real-time anonymous communication capabilities.

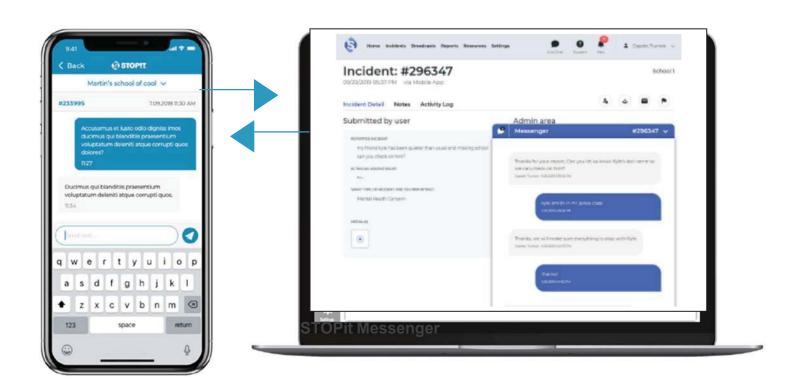
### **Two-Way Anonymous Real-time Communication:**

STOPit provides all school level, and district level (if applicable) email notifications and, at the discretion of the user, text message notifications, notifying them of all new incident submissions. Additionally, if the incident meets the criterion of an "emergency," our incident monitoring service will also immediately deploy the telephone call protocol outlined above.

STOPit Messenger is a two-way anonymous chat function that allows Administrators and Reporters to carry on a two-way anonymous conversation all within the confines of our safe, secure and anonymous platform. The entire interface is text-like to promote ease of communication in a familiar format to student-reporters, while maintaining the veil of anonymity that basic text (which identifies a telephone number) cannot offer.

Messenger conversations are affixed to the associated incident for efficiency in investigation and providing additional information; previous conversations for the incident are also displayed. STOPit Messenger provides for two-way anonymous chat between reporters and administrators, in a text-like manner. All conversations are encrypted, and managed and stored within our anonymous platform. This two-way anonymous communication may take place at any time after the incident is submitted (e.g., one day later, one week later, etc.) until the incident is closed by the administrator.

- 2-way messaging with incident reporter
- Message can be initiated by Administrators or Reporters
- Images and Videos can be attached
- Always secure and anonymous



### **Incident Monitoring Service (IMS)**

STOPit provides 24/7/365 incident monitoring which reviews all anonymous reports that submitted. This monitoring coverage includes all hours during the school day, after the school day, holidays and weekends (24/7/365). Emergency incidents are immediately routed to pre-defined district-emergency contacts or pre-defined first-responders to ensure that they are addressed immediately and promptly. This service is operated with English-Spanish fluencies (other language resources are utilized on-demand as incidents may require).

1. STOPit monitoring agents review reports to determine whether it meets criteria of an "emergency" report.

Definition of emergency: An Emergency is a report that reveals the potential for imminent threat to safety, imminent loss of life, imminent harm to the reporter or other third party, imminent sexual misconduct, a crime in progress, or other circumstance, in the judgement of the reviewer, that requires immediate action.

- 2. If a report does not meet the criteria of "emergency," the monitoring agent leaves the report for school or district level administrator to handle and follow up if necessary.
- 3. If a report does meet criteria of "emergency," emergency protocol is as follows:
  - 3a. Monitoring agent attempt to contact primary contact (provided by district) by email and phone. Primary contact has option to have agent contact local law enforcement.
  - 3b. If monitoring agent cannot reach primary contact, agent will attempt to contact secondary contact (provided by district) by email and phone. Secondary contact has option to have agent contact local law enforcement.
  - 3c. If monitoring agent cannot reach primary or secondary contacts, monitoring agent will contact local law enforcement contacts (provided by district).

This service operates 24/7/365 and is "always on." It is not a replacement for every-day incident management by school administrators – it is an insurance policy to ensure that emergency incidents are always reviewed in real-time, and routed <u>immediately</u> to those who can help instead of waiting until the next business day.

# **Incident Monitoring**





# STOPit IMS - 24/7/365

# 1. Emergency Monitoring:

Escalate emergencies to your contacts or first responders

# 2. Highlight Concerns:

Flag non-emergency, yet concerning reports

# 3. Incident Filtering:

Screen for false reports or the un-actionable

# 4. "Always-on" Monitoring:

Emergencies are rarely convenient; Step by step routing to your emergency contacts

stopitsolutions.com



2. The solution shall have an escalation feature that will allow the engagement of local law enforcement, first responders directly to the reporter in need of two-way live communication.

### **Coordination with local law enforcement occurs in two ways:**

1. Law enforcement is a mandatory party in our incident monitoring service and must be established as an emergency party prior to launch. Emergencies are escalated to first responders and law enforcement (obtained at set-up, local law enforcement agencies are provided by each Organization as well as pre-defined district Administrators).

The platform also enables Law Enforcement and/or School Administrators to conduct two-way communication with a reporter to solicit and share information, using STOPit Messenger, as noted above.

- 2. Law enforcement can also be included in written documentation when an Administrator escalates important information (our platform will export and email and nicely formatted PDF of the incident with all pertinent information as selected by the administrator).
- 3. The solution should have a "broadcast" feature that will allow administrators to push important messages and notifications out to all users via an application. The application should be able to include long text, pictures, and video.

Reporting systems are designed to encourage youth and community to use the mobile application to report issues. This experience can be intimidating, so to encourage a positive relationship with the reporting app, STOPit recommends using our unique proactive Broadcast Notification feature to push positive messages to the student body, staff and parents. This powerful feature is also used to request information about a specific incident, safety and emergency concerns. Broadcasts can include a typed message, pictures, video, and web links. App users are notified of new Notifications automatically.

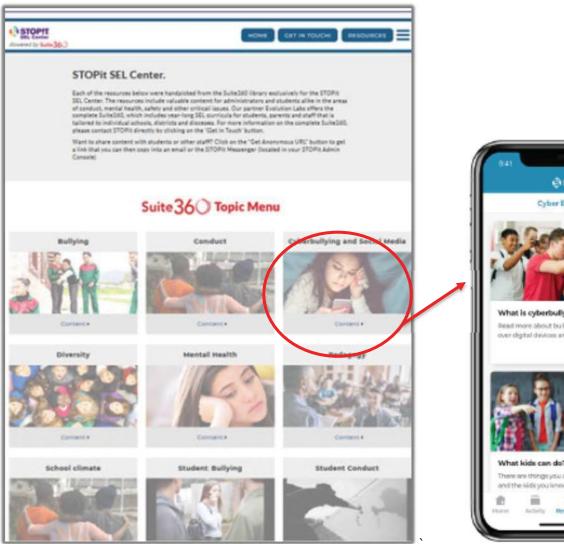
## **Solution 3 - Social Emotional Learning (SEL) Tools:**

- 1. Provide faculty and staff with access to comprehensive social-emotional learning (SEL) tools.
  - a. SEL is the process through which children and adults understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions (CASEL, 2020).

STOPit's Social Emotional Learning (SEL) Center is an easy to use, digital resource that provides administrators with clear and concise information on sensitive issues facing today's youth. This 96-volume (and growing) library is designed to complement a school or district's co-curricular mental health-related programs and is delivered straight from our platform to administrators and students (admins can delivery content directly to students using the STOPit App). SEL Center topics cover:

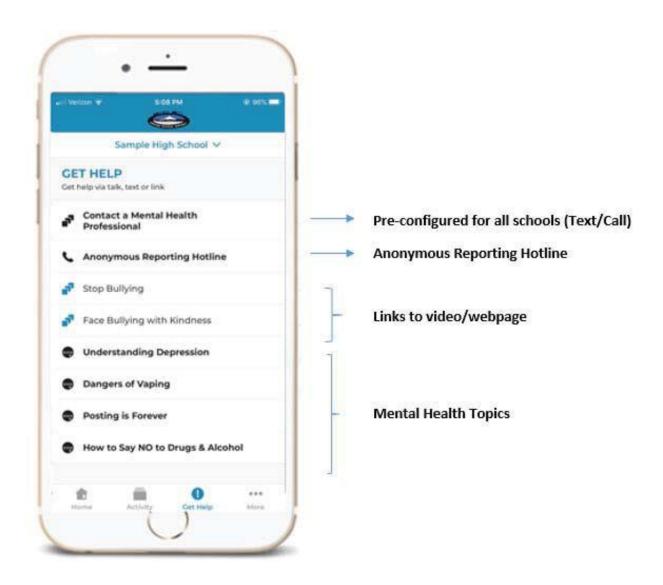
- Bullying
- Harassment
- Substance Abuse
- Mental Health
- Depression
- Anxiety
- Diversity
- Vaping
- And Other Topics

### For Administrators





STOPit's app includes a "Get Help" Menu for all users and is customizable by each Organization. This allows users to quickly and easily access important resources. STOPit customers can add SEL Ctr topics to the Get Help menu.



2. Provide programming that supports mental health and emotional resiliency.

Administrators have quick and easy access to the SEL Center comprised of professionally developed mental health content. Content is updated frequently and includes Administrator and student facing content. Each topic can be delivered directly to a user via two-way communication or shared with the students and other User groups via the Broadcast feature. Content includes video and questions for a User so they have a complete understanding of the topic.

# **Student Safety Legislation:**

- 1. Minnesota §121A
- 2. North Dakota Century Code, Chapter 15.1-19
- 3. South Dakota Codified Law, Chapter 13-32

#### **Pricing:**

1. The vendor must submit a cost proposal fully supporting one (1) or all solutions by cost and pricing data adequate to establish the reasonableness of the proposed fees.

Please see below pricing structure and note that our platform and <u>all costs involved are variable</u> <u>based upon student count (ADA). We have thus expressed all pricing quotes based upon district size (ADA).</u>

- 2. Pricing for one (1) or all solutions must be clearly defined and outlined. Each solution shall have its own dedicated pricing proposal. Proposals shall include list price and the resulting CPC discounted member price.
  - a. Solution 1 Anonymous Reporting See Pricing PDF Solution 1
  - b. Solution 2a Incident Management See Pricing PDF Solution 2a

NOTE: Our platform as are most anonymous reporting platforms that we are aware of is made to operate with reporting solutions and an incident management system operating as a bundled solution. One component cannot operate without the other, nor can it be purchased separately. We therefore have combined our pricing to incorporate Solution 1 and Solution 2a under the same pricing structure as shown below.

Pricing is based upon a 24 months term (Sept 1, 2020 – Aug 31, 2022) as specified earlier. We are happy to prorate pricing according to actual system deployment time frames. We further guarantee this pricing to be available for the initial term and one addition 2-year renewal term.

c. Solutions 2b - 24/7 Incident Monitoring Services - See Pricing PDF - Solution 2b

Pricing is based upon a 24 months term (Sept 1, 2020 – Aug 31, 2022) as specified earlier. We are happy to prorate pricing according to actual system deployment time frames. We further guarantee this pricing to be available for the initial term and one addition 2-year renewal term.

d. Solution 3 – Social-Emotional Learning Tools – See Pricing PDF – Solution 3

Pricing is based upon a 24 months term (Sept 1, 2020 – Aug 31, 2022) as specified earlier. We are happy to prorate pricing according to actual system deployment time frames. We further guarantee this pricing to be available for the initial term and one addition 2-year renewal term.

3. Pricing for all services must be clearly defined and outlined. Services include, but are not limited to professional development, training, setup, customization, monitoring services, etc.

All professional development, training, and setup are included within the PDF pricing matrices (no additional costs).

4. The Vendor shall provide a breakdown of direct labor and overheard costs including the number of man-hours and applicable actual or average hourly rates is providing per hour service fees to support the proposed pricing schedule.

Our platform and all costs involved are variable based upon student count (ADA). We have thus expressed all pricing quotes based upon district size (ADA). We do not charge additional fees based upon man hours or any hourly component.

5. Travel and per diem costs, if any, shall be supported by breakdown including destination, duration and purpose.

No travel or per diem costs are applicable

6. Failure to break down any hourly costs or expenses may render the cost proposal as non-responsive.

We hope the above statement under paragraph 4 is acceptable given the nature of our software platform and its components – they are not hourly in nature.

7. Contract discounts and percentages must be held firm during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. The Vendor cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the Vendor will be responsible for full reimbursement for any overcharge to a participating agency.

We understand and acknowledge this paragraph.

8. New solutions and services, pertaining to the scope of this solicitation, may be added during the course of the contract term with notice, as outlined below. These solutions and services shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the vendor to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.

We understand and acknowledge this paragraph.

9. CPC may accept a future claim from the Vendor that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim, appropriate pricing for such new technology may be established by applying the same pricing method used by the Vendor in their submission. The vendor must be able to verify the pricing calculation.

## We understand and acknowledge this paragraph.

- 10. When a price list is revised, to add or delete solutions and services that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows: Request will be typed on the Vendor's letterhead and emailed to CPC;
  - a. It is filed with CPC, a minimum of 30 calendar days before the effective date of the proposed change;
  - b. It clearly identifies the items impacted by the change and the cause for the adjustment;
  - c. It is accompanied by documentation acceptable to the Procurement Solutions Coordinator to warrant the change (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.).
  - d. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.

### We understand and acknowledge this paragraph.

11. CPC expects Vendors to offer their very best prices. If a Vendor offers lower prices to any participating agency outside of this contract, it must lower its prices under this contract at the same time by written notice, via email to CPC.

We understand and acknowledge this paragraph.

12. The Vendor shall invoice and deliver all solutions and services directly to the participating agencies.

We understand and acknowledge this paragraph.

13. All solutions and services must be 100% guaranteed.

We understand and acknowledge this paragraph.

### **Ordering Methods:**

- 1. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
- 2. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that sufficient funds have been obligated toward the purchase.
- 3. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 4. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.

We understand and acknowledge this paragraph.

#### **Advertising and Marketing:**

1. The Vendor will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.

STOPit's Implementation team works with each customer to ensure that the platform is configured appropriately and launched properly and timely.

## **Implementation includes:**

✓ Discovery and Design

Discuss overall system design and architecture Establish Workflow, Incident Types and Branding Establish Messaging and Content Introduce STOPit's Support Resources

✓ Account Set-Up

Set-Up Schools and Administrator contacts Create Settings

**✓** Training and Launch

Conduct District Training
Conduct School Administrator Training
Launch Preparation Planning and Activities

✓ Customer Success and Support

Day to day account management Quarterly activity reports Online Resource Center; Live support Reporting & Analytics

STOPit Solutions is uniquely qualified to support the districts and schools, students, staff and parents with our industry leading anonymous reporting solution. STOPit is highly skilled with implementation for small and large school districts and municipalities. This experience involves launching both small and large districts up to 100,000+ students, including Buffalo NY, Charleston, SC, Anaheim CA, San Antonio TX, and many others. Details involving our approach include:

## **Project Management:**

Our Implementation team is led by Teresa Reuter – Senior Vice President, Implementation who is the project manager in charge of all phases of implementation.

2. The Vendor will be able to assist in developing marketing materials that support the contract.

Please see attached Launch Kit and Marketing Plan. STOPit creates all marketing program collateral and campaigns in-house. We implement proven strategies and will work closely with CPC to develop marketing materials that support the contract.

3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. Services offered must be appropriate and adequate to ensure a successful contract agreement.

Please see attached Launch Kit. STOPit provides all the necessary comprehensive training and support to all parties. CPC personnel and all organizations who implement the STOPit programs are trained to ensure a successful contract agreement.

4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.

Please see attached Marketing Plan. All Marketing materials will be approved by CPC before distribution and will adhere to all CPC marketing requirements.

# **Appendix A: Sales Report Template**

CPC operates on a fiscal year (July through June). The Vendor will receive a sales report template similar to that shown below. Fiscal quarters are outlined as:

July – September October – December January – March April – June

Vendor Name April - June 20XX Sales Report								
Purchasing Agency	City	State	Zip	Date of Purchase	Invoice Number	Invoice Amount Total USD	Administrative Fee	Member Savings Generated
						\$ -	\$ -	\$ -

# **Appendix B: New Vendor Implementation Checklist - Sample**

The following implementation checklist will commence once the Master Contract Agreement has been executed. Implementation and contract start-up is included as part of the evaluations that CPC conducts in regards to renewing a contract for an additional contract term.

# We acknowledge this implementation schedule and will work with CPC to suggest other appropriate efficiencies.

isk Description	Target Completion	Completed By
1. CPC Vendor Orientation	One Week	CPC & Vendor
Discuss expectations		
Establish contacts, people and roles		
Discuss the reporting process and requirements		
Discuss sales and ordering process		
Outline kick-off plan; marketing needs		
Establish Webinar training date		
2. Vendor/Supplier Login Established - Express	One Week	Vendor
(if applicable)		
Complete supplier initiation form		
Complete supplier product template		
Create a user account and user ID - communicate		
to supplier		
3. Sales Training and Roll Out	Two Weeks	CPC to Coordinate
CP Personnel Briefing; possible webinar training		Vendor
Marketing information sent to CPC		
4. Web Development/Express Store (if		Vendor
applicable)	Two Weeks	
Initiate IT contact	Three Weeks	
Web store construction	Four Weeks	
Web store final edit	Four Weeks	
Product loaded into web store in Express	Five Weeks	
Test Store Functionality	Five Weeks	
Announce Store Availability		
5. Marketing	Three Weeks	CPC
General announcement		
Vendor profile page		
Email signature logo		
Email communication announcement		
*All materials will be approved by Vendor prior to		
disbursement		
6. Marketing – Vendor	Four Weeks	Vendor
General announcement		
Sales/Account team training; contract highlights		
including pricing schedule		
*All		
*All materials will be approved by CPC prior to		
disbursement	T1 1 . TAT 1	and a v
7. Management Strategies	Eight Weeks	CPC & Vendor
Review kickoff and roll-out plan		
Discuss and establish target communication		
strategy 8. Semi-Annual Evaluation and/or Annual	C 11 44 11	CDC
8. Semi-Annual Evaluation and/or Annual	6 months or 11 months	CPC





Your step-by-step guide to a successful STOPit launch

# **LAUNCHING STOPIT**

Launching STOPit is as easy as 1, 2, 3:



**Share your STOPit Access Code:** 

Put up posters, print Download Cards, and read it during announcements



**Host a STOPit Launch Assembly:** 

Follow our student Assembly Agenda and play the Student Launch Video



**Download & Activate STOPit:** 

Encourage all students to download and activate STOPit



Instruct students to bring their devices the day of the Launch Assembly.

They should follow along with our Launch Video and activate the app together.

# **Resources for Launch**



**Student Flyer** 



Student Assembly Agenda



Website Page Setup Guide



Download Card Template



Student Launch Video Script Template



**Student Launch Video** 



Student Launch Video (With Captions)



**Animated Launch Video** 



Animated Launch Video (Spanish Version)



**Spanish Posters** 



Spanish Launch Kit Resources

# **Additional Suggestions**

- Run a story on STOPit in the student newspaper and morning announcements
- Engage the student council and other student leaders to educate the community about STOPit
- Encourage students to help create and run the STOPit Student Assembly

# **ADDITIONAL RESOURCES**

Promoting STOPit at your school helps to ensure the success of the program. Utilize the optional resources below to inform the community at your school about STOPit.

# **Resources for Staff**

You may choose to host an optional staff meeting on STOPit or distribute the materials below to your teachers and staff.





Staff Video



Staff FAQs



Staff Meeting Agenda

# **Resources for Press**

Consider contacting the local media to help spread the news about how your school is making a difference with STOPit!



Press Release Template

We would be happy to collaborate on PR initiatives. Please contact us for a direct connection with our PR firm.





# **Resources for Parents**

You may choose to host an optional parent presentation on STOPit or distribute the materials below to the parents of your students.



**Template** 



Parent Video



**Parent FAOs** 



Parent Meeting Agenda

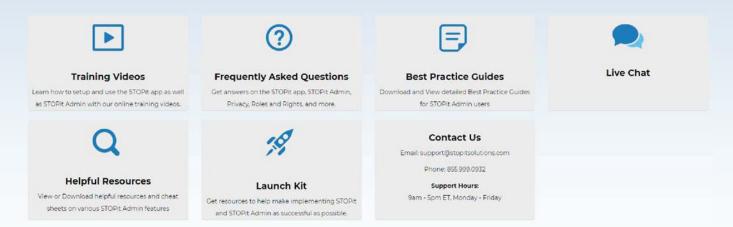


Parent Meeting Flyer Template

# **HELP & SUPPORT**

# **OSupport Center**

Visit our Support Center in STOPit Admin for User Guides, Training Videos, and more:



# Help

• Chat with us live in STOPit Admin:



- Email us at: support@stopitsolutions.com
- Call us at 1.855.999.0932
- Support Hours: 9AM-5PM ET Monday-Friday

# **STOPit website**

Visit us online at: http://www.stopitsolutions.com

# **STOPit on Social Media**



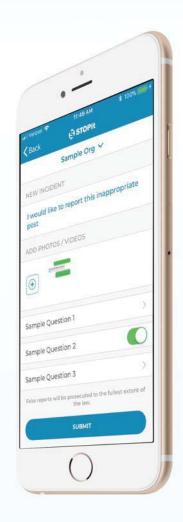














# **Evaluation Committee Report** RFP #21.3 - Student Safety Solutions

### **Summary of Evaluation Committee Activity**

The members of the Evaluation Committee were Julia Dangerfield, Program Representative with the Cooperative Purchasing Connection; Melissa Mattson, Manager of Administrative Services with Lakes Country Service Cooperative; and Josh Nelson, Director of Educational Programs.

Five (5) proposals were received by the submission deadline. They include Five Point Solutions, Gaggle.net, Inspirit Group dba STOPit Solutions, Netsweeper, Inc., and Securly. Proposals were reviewed for compliance with the mandatory requirements outlined in the Request for Proposal (RFP). Three (3) proposals were found to be compliant and deemed responsive; they include Five Point Solutions, Gaggle.net, and Inspirit Group dba STOPit Solutions. Upon further review, Five Point Solutions failed to submit their entire Vendor Questionnaire, therefore, they were not included in the evaluation process. The Evaluation Committee was able to conduct its technical evaluation the week of July 20, 2020, and the pricing evaluation during the week of July 27, 2020.

#### **Evaluation Results**

Refer to the attached Master Score Sheet, listed as Exhibit A.

#### **Committee Discussion & Overview**

The evaluation committee agreed on the following:

### **Gaggle.net**

- 1. The Vendor is capable to offer the following solutions:
  - a. Solution 1 Anonymous Reporting
  - b. Solution 2b 24/7/365 Incident Monitoring Services
  - c. Solution 3 Social Emotional Learning Tools
- 2. Gaggle's response was insightful, however, it provided some vague/brief responses.
- 3. Marketing was good; nothing stood out as a significant pro/con upon review. Committee felt Gaggle could have been more specific.
- 4. Gaggle's response comments regarding times and team training were vague on the solutions they were offering (i.e. "training to meet your district objectives").
- 5. Gaggle's solution provides a real-time aspect that is appreciated to escalate up to local law enforcement; student safety is their #1 priority.
- 6. Overall good solution, but responses were short and didn't expand on solutions; harder to learn about them
- 7. Gaggle seems to have a prominent stance in the industry; able to navigate the changes in student safety year over year.
- 8. Pricing offered is the same as other organizations and cooperatives.

#### **Inspirit Group dba STOPit Solutions**

- 1. The Vendor is capable to offer the following solutions:
  - a. Solution 1 Anonymous Reporting
  - b. Solution 2a Incident Management

- c. Solution 2b 24/7/365 Incident Monitoring Services
- d. Solution 3 Social Emotional Learning Tools
- 2. The Vendor has knowledge ni responding to bids/solicitations. Clear and concise information was provided allowing the committee to learn about the company, clarify their intent, and find that the Vendor is primed for growth.
- 3. Know service cooperatives and their work.
- 4. Marketing and partnership were very specific; have in mind what they would like to do.
- 5. Two-way communication through their solutions, a plus. Full-service solution.
- 6. The Vendor also provides its solutions to agencies beyond schools.
- 7. The contract would be the only contract promoted in the tri-state area.
- 8. Solutions seem to be easy to use; reporting, access, response, and team training (in-depth where needed).
- 9. Pricing is better than what is offered to other educational agencies.
- 10. Solution 2b no discount for students less than 2,000 ADA.

# Recommendation

After a thorough analysis of the Vendor proposals, the Evaluation Committee recommends that the contract be awarded to Gagglet.Net and Inspirit Group dba STOPit Solutions. The Evaluation Committee feels that both Vendors' solutions provide options for agencies.

Julia Dangerfield

Julia Dangerfield, Program Representative Cooperative Purchasing Connection

DocuSigned by:

Josh Mison

49208E45CF0B424...

Josh Nelson, Director of Educational Programs Lakes Country Service Cooperative Docusigned by:
Mulissa Mattson
E3801E180DA8488

Melissa Mattson, Manager of Administrative Services Lakes Country Service Cooperative

DocuSigned by:
USA THAY
9AB8C86EB0B9422

Lisa Truax, Procurement Solutions Coordinator Cooperative Purchasing Connection

1 Attachment/Exhibit A Scoring Spreadsheet

cc: Procurement File

# **Exhibit A**

RFP #21.3 - Student Safety Soluti	0115			
RFP Evaluation; Master Score Sheet				
Criteria	Points			
Qualifications & Experience	55			
Marketing & Partnership	25			
Financials & Level of Support	35			
Industry Specific Information	180			
Exceptions & Deviations	10			
Exhibit A - Marketing Plan	20			
Total Technical Points	325			
	323			
Pricing  Solution 1. Appropriate Paparting	100			
Solution 1 - Anonymous Reporting	100			
Solution 2a - Incident Management	100			
Solution 2b - 24/7/365 Incident Monitoring Services	100			
Solution 3 - Social-Emotional Learning Tools	100			
Total Pricing Points	400			
Total Score	720			
			Ispirit Group dba	
		Gaggle, Net.	STOPit Solutions	Notes
		Average Points	Average Points	
Criteria	Points	Awarded	Awarded	
Qualifications & Experience	55	50	53	
Marketing & Partnership	25	20	24	
Financials & Level of Support	35	31	34	
Industry Specific Information	180	129	172	*Note, reduction in points due to solution specific questions.
				specific questions.
Exceptions & Deviations	10	9	10	
Exhibit A - Marketing Plan	20	15	17	
Total Technical Points	325	255	310	
Proceed to Pricing Evaluation?	Yes/No	Yes	Yes	
Pricing Proposal	1			
Solution 1 - Anonymous Reporting	100	92	93	
Solution 2a - Incident Management	100	-	97	*Gaggle did not offer a solution to 2a.
Solution 2b - 24/7/365 Incident Monitoring Services	100	85	94	
Solution 3 - Social-Emotional Learning Tools	100	90	87	
Total Pricing Points	400	267	371	
Total Score	725	522	681	
		6 1 11 11 11 11	6 1 11 1 4 2 2	
		Solutions 1, 2b	Solutions 1, 2a, 2b	



August 7, 2020

Gaggle.Net, Inc Attn: Jennie Eft 2205 E. Empire, Suite B Bloomington, IL 61704

#### Award Decision, RFP #21.3 - Student Safety Solutions

Dear Jennie Eft:

The Cooperative Purchasing Connection (CPC), using the weighted criteria outlined in the Request for Proposal (RFP), have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering.

We are pleased to announce that your proposal received the recommendation for award. This decision is subject to approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you in the near future to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; the Cooperative Purchasing Connection looks forward to working with you.

Regards,

Lisa M. Truax | Procurement Solutions Coordinator

**Cooperative Purchasing Connection** 

CC: Jeremy Robertson

TimellThurx



# **Contract Offer & Award**

**Instructions:** Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

#### Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Gaggle.Net, Inc.	Date	7/1/2020
2205 E. Empire, Suite B	City, State, Zip	Bloomington, IL 61704
Jennie Eft	Title	Director of Sales Operations
Janue Eft	Title	Director of Sales Operations
jennie@gaggle.net	Phone	800-288-7750
	2205 E. Empire, Suite B  Jennie Eft	2205 E. Empire, Suite B  Jennie Eft  Title  Title  Title

#### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agenc	Awarding Agency Cooperative Purchasing Connection							
Authorized Representative  Docusigned by:  Jaku Eastes								
Name Printed or T		Jane Eastes	Deputy Fye	utive Director				
Name Printed or Typed Jane Eastes Deputy Executive Director								
Awarded this	7th	day of	July, 2020	Contract Number	21.3 - GGL			
Contract to Commence September 1, 2020								



August 7, 2020

Inspirit Group, LLC dba STOPit Attn: Charles P. Mays III 101 Crawfords Corder Rd Suite 4 105-R Holmdel, NJ 07733

### Award Decision, RFP #21.3 - Student Safety Solutions

Dear Charles Mays III:

The Cooperative Purchasing Connection (CPC), using the weighted criteria outlined in the Request for Proposal (RFP), have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering.

We are pleased to announce that your proposal received the recommendation for award. This decision is subject to approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you in the near future to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; the Cooperative Purchasing Connection looks forward to working with you.

Regards,

Lisa M. Truax | Procurement Solutions Coordinator

**Cooperative Purchasing Connection** 

TimellThoux



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#### Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

<b>Business Name</b>	Inspirit Group, LLC dba STOPit	Date	07-10-20
Address	101 Crawfords Corner Rd., Suite 4 105-R	City, State, Zip	Holmdel, NJ 07733
Contact Person	Charles P. Mays III	Title	President
<b>Authorized Signature</b>	MMI	Title	President
Email	pmays@stopitsolutions.com	Phone	908-748-4501

#### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

<b>Awarding Agenc</b>	y	Cooperative Pu	rchasing Connectio	n		
Authorized Representative  Docusigned by:  Jake Eastes  609BB132BB3040A						
Name Printed or T	Name Printed or Typed Jane Eastes, Deputy Executive Director					
Awarded this	7th	day of	July, 2020	Contract Number	21.3 - STP	
Contract to Commence September 1, 2020						