WSIPC

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Request for Proposal (RFP) No. 18-04

School Safety Solutions

Release Date:
April 23, 2018

Close Date:
May 29, 2018, 3:00 PM (PST)

WSIPC
Jeff Simons, Technical Director
Cynthia Gefeller, Contract Administrator
2121 W. Casino Road
Everett, WA 98204-1472
Rfp1804@wsipc.org

All proposals must be complete and properly executed by the Vendor and received by the date and time above to be considered for award.

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General Invitation

WSIPC RFP No. 18-04 for School Safety Solutions

1.0 INVITATION

You are invited to provide Proposals for solutions that address the software and technology services needs of the K-12 educational community served by WSIPC. This includes educational entities primarily in Washington, but could also include Oregon, Montana, Alaska and Idaho. WSIPC also serves Regional Educational Service Districts and associated Public Agencies. We invite responsible proposers to respond to our request for School Safety Solutions.

WSIPC plans to select multiple Vendors to satisfy the diverse needs of the education community. However, each response will be scored based on criteria included in this document. The results of the scoring process will eliminate some responders from further consideration. Our goal is to continue providing the education sector access to the best technology at the lowest possible cost.

Additional desired outcomes of this RFP are to provide Vendors with a forum for educating the K-12 Community on technology advances and trends within the computer industry and to provide opportunities for Vendors to offer a broad range of cost-effective solutions to K-12 Clients.

1.1 Contact and Delivery

Any party interested in responding must send a Letter of Interest in writing to the Contract Administrator. Sealed Proposals **must** be received by **May 29, 2018 at 3:00 PM (PDT)**. Proposals received after this time will be returned unopened. At that time, Proposals will be opened and identified by WSIPC or its authorized representative at the above address. WSIPC is a public entity, so all proposals are subject to public review. WSIPC reserves the right to reject any or all Proposals, and to waive any informalities or irregularities in the Proposal or the process. No proposal may be withdrawn within 90 days of the date proposals are opened.

The sealed response must contain one original hard copy and a USB drive containing an electronic version of all proposal documents. Address your proposal to:

WSIPC
Cynthia Gefeller, Contract Administrator
2121 W. Casino Road
Everett, WA 98204-1472

RFP SCHEDULE

2.0 SCHEDULE

2.1 Announcement of RFP Publication, Request for Clarification, and Due Dates

RFP Released	April 23, 2018
Deadline for Request for Clarification	May 18, 2018 4:00PM (PDT)
Proposal Due Date and Opening	May 29, 2018 3:00PM (PDT)

2.2 WSIPC reserves the right to revise the above schedule. Any changes will be made through the issuance of written addenda to the interested parties and posted on the website.

2.3 WSIPC reserves the right to cancel or reissue this RFP at any time without obligation or liability.

2.4 Definitions:
As used in this RFP, the terms set forth below are defined as follows:

Addenda	An addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
Exhibits	Documents attached to and incorporated as part of the RFP.
Proposer	An entity that submits a Proposal in response to an RFP.
Proposal due date	The date and time specified in the RFP as the deadline for submitting Proposals.
RFP	A solicitation document to obtain written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract where price will not necessarily be the predominant criteria.
Eligible Customers	For the purpose of Contracts established under this RFP, WSIPC's clients include OSPI and school districts and ESDs primarily in Washington, but could include Idaho, Oregon, Montana and Alaska. Sales by the manufacturers/Sellers to any of these entities using the pricing formulas contained in the Seller's accepted response are subject to the Contract Usage Fees defined in the Contract(s). Exceptions to this rule are categorized as "Specified Proposal Exclusions" and "Specified Interlocal Inclusions."
Contract Usage Fee	Under Standard Terms and Conditions of the Contract. WSIPC receives a 2% cost recovery fee from any purchases made from the contract resulting from this RFP.
Responsible	An entity that shows it can perform satisfactorily under a contract by meeting the applicable standards of responsibility.

OVERVIEW/BACKGROUND

3.0 WSIPC OVERVIEW

WSIPC is a non-profit cooperative founded in 1967 in the state of Washington. Membership comprises Educational Service Districts, other educational entities, and over 320 public and private schools and school districts in the five states of Washington, Idaho, Montana, Alaska and Oregon. The mission and vision statements of our organization are:

> **Mission:** "WSIPC provides a comprehensive, relevant and fiscally responsible suite of technology services so our partners may focus on their educational mission."
>
> **Vision:** "Fixed in our purpose to be the exception in service."

Almost 50 years ago, ten Washington school districts formed a cooperative to enable schools to share hardware and software costs and to provide centralized technology support. The result of this collaboration is WSIPC, a unique public service for K-12 that supports the technology and operational needs of districts. Today, districts rely on WSIPC to broker the best agreements and packages for costs for software and other technology services. WSIPC's technology offerings have expanded into educational technology, cloud-based services, district hardware hosting, storage, network services, web development, and advising districts on technology-related initiatives.

The mainstay of our services is the software and storage solutions for student information data systems and solutions related to finance and human resources. In this service, we provide solutions for districts' operational and educational needs including transportation routing, point of sale, grading, transcripts, scheduling, payroll, time tracking, data warehousing solutions, and portals for students and parents.

The information and technical solutions WSIPC provides allow our districts to focus on serving their schools and students rather than worrying about their technology-related services. For more information about WSIPC, visit www.wsipc.org.

4.0 PROPOSER AND PROPOSAL QUALIFICATIONS

4.1 Minimum Qualifications:

To qualify as a responsive proposer, the proposer must meet the following minimum qualifications.

a) Proposer must be the provider of or an authorized reseller for the hardware or services.
b) Proposer must have ordering and configuration through an internet portal, which can be customized or interfaced to meet the specific WSIPC needs and include contract pricing.

c) Proposer must offer configure-to-order as an option for items in their catalog that includes customizable components.

After WSIPC verifies that the minimum qualifications have been met, WSIPC will award points based on the level of the Proposer's qualifications.

4.2 Required Submittals

Submit one hard copy of the proposal, which is clearly marked "ORIGINAL." The original must contain signatures on any page where a signature is required. A second, electronic copy on an USB flash drive is also required. WSIPC will use this for proposal evaluation purposes only.

4.2.1 Proposal Qualifications

Proposal documents detailing how the proposer meets the qualifications outlined in Section 4.1 above must include the following:

1. **Brand Name** Proposer must state the brand name of hardware or services they are offering in the Proposal. Proposers that represent more than one brand are not required to submit a separate proposal for each brand name. Proposers must include in their Proposal the brand name of hardware or services they represent and will sell under any resulting contract to WSIPC or its customers.

2. **Experience** Proposer must describe their experience in providing hardware or services. This includes their experience providing services to the educational sector.

3. **Agent Reseller Usage** If Agent Resellers are proposed, Proposer must describe what hardware or services they will provide, how they are certified, how they are contractually bound to the Contract terms and conditions, and how their sales will be accurately tracked and reported.

4.2.2 Interpretation or Correction of Proposal Documents

Any substantive interpretation or correction, or any change of the Proposal Documents, will be made by written Addendum. Addenda may be issued in writing by email, fax, mail, or other delivery. Interpretations or corrections of, or changes to, the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections and changes.

4.2.3 Addenda

All Addenda will be written. They will be emailed, mailed or otherwise delivered to those known by WSIPC to have received a complete set of Proposal Documents.

Each Proposer is responsible for confirming that it has received all Addenda before submitting its Proposal.

4.3 Acceptance of Proposal (Award)

4.3.1 WSIPC intends (but is not bound) to award contracts to the successful responsive Proposers, provided the Proposals have been submitted in accordance with the requirements of the Proposal Documents. WSIPC retains the right to waive any informality or irregularity in any Proposal(s) and to accept the Proposal(s), which, in its judgment, are in its best interests whether or not they are the lowest cost.

Announcement of Apparently Successful Seller: All Sellers responding to the RFP shall be notified, by letter or by email, when WSIPC has determined the "Apparently Successful Proposer(s)." The date of announcement of the "Apparently Successful Proposer(s)" shall be the date the announcement letter is postmarked.

4.4 Proposal Protest Procedures

4.4.1 A Proposer protesting for any reason the Proposal Documents, an RFP procedure, the award of the contract, or any other aspect arising from or relating in any way to the process shall cause a written protest to be filed with WSIPC within three business days of the event that gives rise to the protest and, in any event, no later than three business days after the date upon which Proposals are opened. The written protest shall include the name of the protesting Proposer, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to:

Washington School Information Processing Cooperative
Cynthia Gefeller
2121 W. Casino Road
Everett, Washington 98204-1472
Attention: RFP No. 18-04

5.0 RFP REQUIREMENTS

5.1. Introduction

WSIPC is releasing this Request For Proposals (RFP) to establish relationships with one or more Vendors that will provide responsible and lowest-possible-cost access to software, hardware, and technology services in various configurations for the agency and its clients (school districts and eligible Governmental Agencies). This RFP covers School Safety Solutions, and similar products including upgrade components.

The successful Vendors will be awarded one or more “optional use contract(s)” that will be available to WSIPC’s Clients and to eligible public entities. This contract will be awarded based on the responders’ ability to meet the goals of the RFP and the Requirements specified below.

5.2 Goals for this RFP

- **Ongoing Competitive Pricing:** Provide K-12 education pricing for hardware or services at the lowest-possible price and highest value, and maintain competitive pricing in the face of ongoing changes in the marketplace over the life of the Contract(s).
- **Best in State Contract Pricing:** Provide assurances that this RFP provides the best prices available to K-12 education in Washington State. Pricing must be better than or equal to all contracts between the Proposer and entities in states identified in the RFP.
- **Continuing High Quality:** Provide assurances of high quality solutions for hardware or services purchased off of the Contract(s).

5.3 Service Product Requirements

5.3.1 Minimum Product Sales Volume (3): The Proposer must demonstrate to WSIPC's satisfaction its ability to adequately manage the projected sales volume of this optional use contract. The Proposer's RFP response must state the Proposer's 2016 sales volume within one or several categories established by this RFP.

5.3.2 Account Representative: The Proposer must designate one individual to function as the account representative to coordinate support and services related to the optional use contract.

5.3.3 Toll Free Access: The Proposer must provide toll-free telephone access to the account representative(s).

5.3.4 Voice Mail: The Proposer must provide voice mail as an option for each of the account representatives assigned to support customers under the optional use contract.

5.3.5 Email: The Proposer must provide the ability for the account representative(s) to send and receive email.

5.3.6 Technical Support: Proposer must be able to provide to users, through the Vendor's toll-free number, access to technical support and sales information. (Technical support availability up to seven days per week, 24 hours per day will be scored positively). Warranty and support services shall be provided directly to the customer by or through the Vendor's representatives.

5.3.7 Eight-Hour Turnaround: The Proposer must commit to providing a minimum of an eight-hour (one business day) response time to customer inquiries regardless of source (telephone, fax, or Internet). It is recognized that some inquiries require research that may exceed the eight-hour window. The intent is to provide service configurations and quotations within the eight-hour window. It should be extremely rare for the Proposer to exceed a one-day response time.

5.3.8 Documentation: Proposer must provide access to complete operational and instructional manuals (via available media).

5.3.9 Product Specification Sheets: Proposer must provide product specification sheets and other promotional materials upon request. It is highly desirable that this type of information be available to customers electronically via the Internet (preferred) or an electronic bulletin board.

5.3.10 On-Line Pricing: The Proposer must provide net online pricing via a website. The customer must be able to select the configuration options for the hardware or services being ordered. The online pricing must be refreshed at least every month. The Proposer must identify whether and when the website will provide the customer with status of the customer's orders.

a) If the Proposer has a website that is currently available to demonstrate the planned functionality in support of the optional use contract, the Proposer should provide the URL and any passwords that the evaluator needs to access the site.

b) The Proposer's website in support of the optional use contract must be fully operational within sixty days of the contract signing.

5.3.11 Shipping Costs: All costs for shipping to the Buyer's location in a timely manner must be clearly stated on price lists and promotional material and must be clearly described in Proposer's response to this RFP.

5.3.12 Price Reduction Protection: If the quoted price is reduced between the time the quotation is provided to the customer and the time the Vendor's agent receives the customer's purchase order, the customer shall receive the benefit of the price reduction. All price reductions posted by the Vendor must be passed on to the customer. In no event shall the Vendor's agent hold customer orders in anticipation of a price reduction and then not pass on the price reduction to the customer.

5.3.13 Covered Products: The list of products available for purchase under the optional use contract will be limited to the products listed in the Vendor's State and Local Government Price List or as otherwise agreed upon with WSIPC.

5.3.14 Vendor's Product Catalog Distribution: The Proposer must distribute Product Catalogs, Bulletins and/or Product Guides reflecting the Vendor's offerings at least once per year. All WSIPC clients and other agencies using the Contract must receive such information. The Proposer must also periodically announce the availability of any online resources and pricing tools available under the Contract. The Proposer must describe how the product catalog will be distributed (such as a hard-copy mailing, email, or website posting).

5.3.15 Seller Qualifications

a) Certification and Assurances: Proposer's response must include a *signed* copy of the Proposal Form.

b) Use Of Third Party Vendors: The Proposer must state whether third-party vendors are or are not being used. Third-party vendors must be listed in the Proposer's response under this

Subsection. Changes in third-party participation in the Proposer's solution during the course of the Contract must be reviewed with and approved by WSIPC.

c) Seller Profile: The Proposer must briefly describe their company in one page or less, including the company's experience providing Vendor's products and services to large organizations. In addition, the Proposer needs to provide the information listed below.

d) Name, Address, Telephone Number of the Legal Entity: Provide the name, address, telephone number and facsimile number of the legal entity with whom WSIPC may execute any contract(s) arising from this RFP.

e) Legal Status: Describe the legal status of Proposer, such as corporation or sole proprietor.

f) Name, Address, Telephone Number of Principal Officer(s) / Account Manager: Furnish the name(s), address(s), telephone number(s) and facsimile number(s) of the principal officer(s) of the Proposer's company and the proposed account manager for any contract arising from this RFP.

5.3.16 Eligibility for Participation in Federal Programs: Proposer should provide its System for Award Management (SAM) registration number as evidence of eligibility to participate in federal programs with its proposal. If Proposer is not already registered for the SAM, it may do so at its website. Additionally, Proposer should assert that neither the Proposer, nor any of its subcontractors, have been debarred or suspended, or proposed for debarment or suspension from participation in Federal Programs.

5.3.17 Prior Contract Performance: If the Proposer has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Proposer to be in default.

a) Submit full details of all terminations for default experienced by the Proposer in the past five years including the other party's name, address, and telephone number. Present the Proposer's position on the matter. WSIPC will evaluate the facts and may, at its sole discretion, reject the Proposers proposal if the facts discovered indicate that completion of a Contract resulting from this RFP may be jeopardized by selection of the Proposer.

5.3.18 Education Sector Experience: Proposer must demonstrate evidence of sales experience in the educational market place. Each Proposer shall include evidence of minimum sales of $500,000.00 in the last 18 months to educational customers.

5.4. Evaluation of Responses

Weighting of scores will be as follows:

5.4.1 <u>Specifications and Requirements – Appendix B (30%)</u> – Demonstrates ability of Proposer solution to provide full service offering to educational customers.

5.4.2 Pricing Model (40%) – Consistently produces very low prices for a variety of sample configurations within the specified product categories. Models that do not respond predictably to market fluctuations over time may be disqualified.

5.4.3 Marketing Model (10%) – Presents a viable plan for marketing and selling to all K-12 entitles in the proposed states, including demonstration of past performance and commitment to explicit future efforts. Capability to serve the less populous and geographically isolated areas will be weighed.

5.4.4 Proposer Qualifications (10%) – Meets or exceeds all Proposer qualification requirements identified in the RFP and is able to demonstrate previous satisfactory performance in serving multiple accounts of comparable scope.

5.4.5 Education Sector Experience (10%) – Demonstrates ability of Proposer to provide hardware, software or services to educational customers while meeting the requirements of doing business with educational customers.

The evaluation procedures will be performed by the WSIPC Technical Director, the WSIPC Contract Administrator, and an evaluation panel specifically selected for this task. The panel will include personnel from WSIPC and its member institutions.

EXHIBIT A

CONTRACT FOR THE PURCHASE OF HARDWARE OR SERVICES BETWEEN WSIPC AND PROPOSER

***NOTE**: A Proposer may submit additional contract terms and conditions for WSIPC's consideration in response to this RFP (See Section 19).*

This General Purchasing Contract ("Contract") is made by and between WSIPC ("Buyer") and _____ ("Seller") and is effective upon the later date written below. Individual school districts, educational service districts and other associated public organizations may also acquire Goods under the terms of this Contract. Buyer and Seller agree as follows:

1. Purchases and Sale of Goods and Services. Seller will sell and deliver to Buyer, and Buyer will purchase from Seller the goods and services described in this document and attachments hereto ("Goods"). Buyer does not guarantee to purchase any minimum or maximum quantities of Goods and Services. Details that are necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Seller without any increase in compensation otherwise payable under this Contract.

2. Performance of Work. Seller shall comply with all of the provisions of the RFP and the Contract Documents.

3. Term. The Term of this Contract ("Term") shall commence on the effective date of this Contract and, subject to earlier termination as provided in the attached Standard Terms and Conditions, shall end June 30, 2021. The Term of this Contract may be extended for additional periods as mutually desired by the Buyer and the Seller.

4. Solution. As full compensation for the Goods and Services, Buyer will pay Seller the applicable sums for the Goods and Services ordered by Buyer, if any, in accordance with the payment provisions of this Contract.

Buyer:

WSIPC

By: _____
Title: _____
Date Signed: _____
Address: 2121 W. Casino Road
Everett, Washington 98204

Seller:

_____

By: _____
Title: _____
Date Signed: _____
Address: _____
_____

Attachment A:
Standard Terms and Conditions of Purchase Contract
WSIPC RFP No. 18-04

1. Definitions

The following terms shall be defined as follows whenever used in this Contract:

1.1 "Buyer" is defined as Washington School Information Processing Cooperative (WSIPC), any of the individual school districts, educational service districts and other associated public education organizations and the employee/personnel of the before mentioned organizations in the states of Washington, Oregon, Idaho, Montana and Alaska acquiring Goods and Services under this Contract. Eligible Entities may be added to this definition with the mutual consent of WSIPC and the Seller. All rights, benefits and warranties conferred upon Buyer by this Contract shall accrue, be available to, and are for the express benefit of such school districts, educational service districts and other public organizations.

1.2 "Indemnities" is defined as Buyer, their successors and assigns and the respective directors, officers, employees, agents and representatives of Buyer and their successors and assigns.

1.3 "Seller" is defined as the Seller identified in the Contract. If Seller is composed of more than one person or entity, then each such person or entity shall be jointly and severally liable as Seller under this Contract.

1.4 "Specified Proposal Exclusions" Defined**:** If any of the WSIPC Client Base has in effect publicly solicited contract(s) with the Seller or Vendor that use the same pricing formula prior to the contract award, those contracts will be excluded from the Contract Usage Fees by declaration in advance to WSIPC. Seller's responses to future separate formal RFP's by members of WSIPC's Client Base may also be excluded from the Contract Usage Fee by prior written agreement with WSIPC, provided that sales under the separate contract are limited to the Contracting Agency.

1.5 "Specified Interlocal Inclusions" Defined: Additional Public Agencies within the States specified or in other states may be added to the WSIPC Client base as defined herein upon execution of an Interlocal Agreement between WSIPC and the Agency/School. Such inclusions will be subject to the Contract Usage Fees and will be included in sales reporting in all future reports.

2. Price and Payment

Payment of the specified Prices shall constitute full compensation for the Goods and Services and satisfactory performance of all the Seller's obligations under this Contract. Such Prices shall be subject to adjustment as specifically provided for elsewhere in this Contract. Should the list price decrease, the cost to the Buyer shall be determined by applying the discount percentage to the new list price. Seller shall separately identify on the Schedule of Prices and the applicable invoice of Seller any applicable taxes arising out of the sale of the Goods and Services payable by Buyer. Any time periods specified for accepting any discounts shall commence upon, and

Buyer shall pay the appropriate amounts due 45 days after the later of (a) the date that Buyer receives Seller's correct invoice there for; or (b) the date that Buyer accepts the Goods and Services (together with any required documentation) at the specified destination. If Seller fails to perform in a timely manner any of its obligations under this Contract the Buyer may, upon 10 days advance written notice to Seller of Buyer's intention to do so, perform the same and deduct or offset such amount from the compensation payable to Seller under this Contract or otherwise charge to or recover from Seller the cost of such performance**.**

3. Delivery

Seller shall properly package the Goods and Services for protection against damage or deterioration that may result from shipment, handling, storage or other cause. Seller shall ship the Goods and Services from the specified point of shipment no later than the specified shipment date and shall deliver the Goods and Services to Buyer FOB at the specified destination no later than the specified delivery date. Risk of loss or damage to the Goods and Services shall remain with Seller until delivery of the Goods and Services to Buyer at the specified destination at which time title to the Goods and Services and such risk pass to Buyer.

4. Delays

Time is of the essence in the performance of Seller's obligations under this Contract. However, Seller shall not be liable for delays in delivery due to causes which (a) are not foreseeable; (b) are beyond Seller's control; and (c) cannot be overcome by Seller after using its best efforts to do so provided that Seller, within three days after the commencement of the delay or, if earlier, the date on which Seller knew or should have known that the delay would occur, gives Buyer written notice of the circumstances giving rise to the delay, the anticipated duration of the delay and the action being taken by Seller to overcome or mitigate the delay.

5. Inspection

The Goods and Services shall at all times be subject to inspection, testing and expediting by Buyer. No Goods and Services shall be deemed accepted prior to final inspection and acceptance by Buyer at the specified destination. Failure of Buyer to inspect Goods and Services does not relieve Seller of its obligations or impair Buyer’s right to reject defective or non-complying Goods and Services.

6. Warranty

Seller warrants that: (a) the Goods and Services shall be free from all defects in design, materials, workmanship and title; (b) all materials, components, parts and other items incorporated in Goods and Services shall be merchantable and of suitable quality for their intended purpose; and (c) the Goods and Services shall conform to the attached Specifications and other requirements of this Contract. Seller shall promptly correct any Goods and Services that do not comply with this warranty. If Buyer requires Seller to make any such correction and Seller thereafter fails or indicates its inability or unwillingness to do so, then Buyer may correct (or cause to be corrected) the non-compliance or otherwise achieve compliance by the most expeditious means available to it and charge to or otherwise recover from Seller the cost thereof. If Buyer rejects any Goods and Services that do not comply with the foregoing warranty, Seller shall have a reasonable time to correct the non-compliance; if Seller fails to correct the non-compliance within a reasonable time, Buyer may cancel the order for the non-

complying Goods and Services without any liability or obligation of or cost to Buyer with respect to such Goods and Services, and without prejudice to any other rights or remedies of Buyer with respect to such non-compliance.

7. Infringement

Seller releases and shall defend, indemnify and hold harmless Buyer from all claims, losses, harm, liabilities, damages, costs, expenses (including, but not limited to reasonable attorneys' fees) and royalties related to any claim, action, suit or proceeding involving the Goods and Services or any use or intended use of the Goods and Services, which claim, action, suit or proceeding is based upon infringement (or alleged infringement) of any patent, copyright, mask work, trade secret, trade name or trademark or upon the wrongful use (or alleged wrongful use) of any confidential or proprietary concept, method, process, product, writing, information or other item. Further, if any of the Goods and Services or any use or intended use of the Goods and Services constitutes an infringement of any patent, copyright, mask work, trade secret, trade name or trademark or wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Seller shall (a) procure for Buyer, at no cost to the Buyer, the right to use the infringing item; (b) replace the infringing item with a substantially equal but non-infringing item; or (c) modify the infringing item so that it becomes non-infringing.

8. Compliance with Laws

Seller shall comply (and shall ensure that the Goods and Services and Seller's subcontractors and suppliers comply) with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereinafter in effect, of any governmental authority. All laws, ordinances, rules, regulations and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference. Additionally, the Seller provides assurance that the Seller, nor any of its subcontractors, have been debarred or suspended, or proposed for debarment or suspension from participation in Federal Programs.

9. Changes

Buyer and Seller may jointly change the requirements of this Contract to preserve the original intent of the Contract and to maintain the relative pricing and services advantages made available to the Buyer under the Contract.

10. Termination of Contract

Buyer may terminate this Contract for cause as to all or any portion of the Goods and Services not then delivered to and accepted by Buyer by giving Seller written notice of such termination. In the event of any such termination, an equitable adjustment shall be made under this Contract with respect to the terminated Goods and Services for the costs Seller unavoidably incurred as a result of such termination, provided that costs shall in no event exceed the total prices otherwise payable under this Contract for the terminated Goods and Services, less the sum of (a) the estimated costs (plus a reasonable allowance for profit) which would have been incurred by Seller to complete performance with respect to the terminated Goods and Services, and (b) the reasonable value of the terminated Goods and Services at the time of such termination.

11. Successors and Assigns

Seller shall not (by contract, operation of law or otherwise) assign this Contract or any right or interest in this Contract, or delegate performance of any of its duties or obligations under this Contract, without the prior written consent of Buyer. Any such assignment or delegation without Buyer's prior written consent shall be voidable at Buyer's option. Subject to the foregoing restriction on assignment and delegation by Seller, this Contract shall be fully binding upon and enforceable by Seller, Buyer, and their respective successors, assigns and legal representatives.

12. Nonwaiver

The failure of Buyer to insist upon or enforce strict performance by Seller of any of the provisions of this Contract, or to exercise any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

13. Applicable Law; Courts

This Contract shall be interpreted, construed and enforced, in all respects, in accordance with the laws of the state of Washington, without reference to its choice of law principles. Seller shall not commence or prosecute any suit, proceeding, or claim (to enforce the provisions of this Contract, to recover damages of, or default under this Contract or otherwise) arising under or by reason of this Contract, other than in the courts of the state of Washington in King County, or the United States District Court for the Western District of Washington at Seattle. Seller irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence.

14. Entire Agreement

This Contract sets forth the entire agreement and supersedes any and all prior agreements, between Seller and Buyer regarding the Goods and Services. No amendment or modification of any provision of this Contract shall be valid unless set forth in a written instrument signed by both parties. Buyer shall not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Contract (whether or not it would materially alter this Contract) and which has been proffered by Seller in any quotation, invoice, shipping document, acceptance, confirmation, correspondence or otherwise, unless Buyer specifically agrees to such provision in a written instrument signed by Buyer. The rights, remedies and warranties afforded to Buyer pursuant to any provision of this Contract are in addition to and do not in any way limit any other rights, remedies or warranties afforded to Buyer by any other provisions of this Contract, by any of Seller's subcontractors, suppliers, or by law.

15. Data Ownership, Privacy & Publicity

15.1 The Buyer retains ownership of all district, school, and student data. The Seller has no claims to ownership of Buyer's data and must exercise all of its abilities to protect student data and privacy. The Seller has no rights to share student data with other partners or use the data for financial gain or marketing purposes.

15.2 The Seller will make no reference to WSIPC, the Contract(s), WSIPC's Clients or the WSIPC Logo in any literature, promotional material, brochures, sales presentation or the like, without the express written consent of WSIPC. This restriction applies to both any claim of endorsement of the Seller and to any aspects of contract status, renewals or disagreements with WSIPC.

16. Contract Usage Fee

Contracts established under this RFP will include a two percent (2%) Contract Usage Fee for all acquisitions obtained through the contract. In this manner, the costs incurred by WSIPC to establish, manage and maintain the contracts will be borne solely by the parties that benefit from the contracts. The Contract Usage Fee will be collected at the point of sale by the Seller and remitted to WSIPC at quarterly intervals. Where the pricing model contained in the contract is applied to purchases by K-12 entities, WSIPC will be assumed to be entitled to the Contract Usage Fee except as other contracts by the Seller with K-12 entities are separately bid in conformity with the applicable State requirements and the procedures set forth in the Contract.

17. Reporting

The successful Seller(s) will be required by the optional use contract to provide WSIPC with quarterly sales volume summaries. The summaries will display the sales volume by client by quarter. The quarterly reports will be due on the 15th of the month following the close of each quarter.

18. Co-Marketing

Both parties agree to jointly market the strategic partnership relationship pursuant to the terms of a joint marketing plan (the "Marketing Plan"), which would be developed by the parties within sixty (60) days of the execution of the Agreement.

19. Seller Terms & Conditions

Proposer may propose additional Seller terms and conditions for WSIPC's consideration.

Buyer:	**Seller:**
WSIPC	_____
By: _____	By: _____

Proposal Form

WSIPC RFP No. 18-04

TO: WSIPC
Cynthia Gefeller, Contract Administrator
2121 W. Casino Road
Everett, Washington 98204-1472
RE: RFP No. 18-04

In response to your RFP, the undersigned offers to furnish all of the Goods and Services described in the Technical Specifications in accordance with the Contract Documents and any Addenda thereto and for the prices and in accordance with the delivery schedule set forth in the attached Schedule of Prices.

By submitting a Proposal, the undersigned certifies and agrees that:

1. This Proposal constitutes a firm offer, which cannot be withdrawn for ninety days after the official opening of the Proposals;

2. The undersigned has examined to its satisfaction, and is fully familiar with and understands all provisions of the Contract Documents and any Addenda thereto including, without limitation, Addenda Nos. ____, ____, and ____;

3. All of the words and figures shown in the attached response are accurate;

4. All statements in this Proposal are true and accurate;

5. By careful examination of the Contract and Proposal Documents, all Addenda thereto and all other pertinent conditions and matters, the undersigned has satisfied itself as to the nature, location, character, quality and quantity of the Goods and Services required by the Contract Documents and the conditions and other matters that may affect performance;

6. If awarded the Contract, the undersigned will duly execute and deliver to WSIPC the Contract, together with all documents required by the Proposal Documents, within ten (10) days after it is presented to the undersigned by WSIPC.

7. WSIPC has no obligation to accept any Proposal submitted in response to the RFP and may reject any or all such Proposals (including, without limitation, the undersigned's Proposal) or waive any informalities or irregularities in any Proposal or the proposal process.

Legal Name of Proposer_____

Business Address _____

_____
(City) (State) (Zip Code)

_____
(Phone)

Street Address _____
(City) (State) (Zip Code)

Signature of Corporation

REPRESENTATIVE
ACKNOWLEDGMENT

I, _____,
stated on oath that I am authorized to sign the document presented and I am the

_____
(Type of Authority)

of _____
(Name of Party on Behalf of Whom Document is Executed)

Additional Information: _____

_____

_____
[Corporate Name]

_____
[State of Incorporation]

By: _____

Title: _____

Date Signed: _____

Signature of Individuals, Partnership, or Joint Venture

_____
[Name of Partnership or Joint Venture, if applicable]

By (all partners or joint ventures):

_____ **Date Signed:** _____

_____ **Date Signed:** _____

_____ **Date Signed:** _____

_____ **Date Signed:** _____

EXHIBIT B

RFP 18-04 SCHOOL SAFETY SOLUTIONS

	Yes	No	Explanation
Solution connects to the district's Student Information System to automatically update classroom rosters			
Solution is fully functional from mobile application			
Solution can provide multiple district view to first responders			
Solution provides district and building level emergency plan management			
Solution provides role based access control functionality			
Solution provides auditing of all actions, communications, videos, and messaging			
Solution provides alerting based on incidents, roles, and location			
Solution provides siren alerting, including multiple siren sounds so alerts can be differentiated			
Solution able to send text, voice to text, audio, image, video, file, or GPS pin			
Solution provides contact management and search independent of users' personal contacts			
Solution provides ability to mass upload contacts from .csv files			
Solution provides map management capability for multiple maps, role based access, quick updates and sharing			
Solution provides robust checklist management capability			
Solution provides robust roster management capability			

Solution provides flashlight, siren, and panic button in its mobile application			
Solution provides point to point video call capability			
Solution provides training management capability			
Solution provides robust reunification management capability			
Solution is hosted off premises			