

## SUBMITTING A PROPOSAL

**Organization of Proposal.** Offerors shall organize their proposal as follows. Proposal pages must be consecutively numbered.

➤ **Address all questions in the Questions Section.**

- Company/Business Information
- Verification of Nondiscrimination Against Firearms Entities/Trade Associations
- Confidential Information
- Equal Pay for Montana Women
- Mandatory and Technical Requirements
- Appendix A Multiple Proposals
- Appendix D Budget Table

For reference, Appendix B is the Basis of Evaluation. Appendix C is reserved for award notifications.

**ITEMS SECTION:** Offerors must enter their cost for the period of April 1, 2026 thru March 31, 2027.

Unless specifically requested in the RFP, an offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the proposal, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through the proposal or literature to find a response.**

**NOTE:** eMACS requires files loaded in Supplier Attachments to be saved in two different pop-up windows. If the second save is not done, the file will not load correctly. Single file size is limited to 50MB. The Questions Section allows for one file upload. Offerors must upload documents as one file if using this Section for more than one file. Each question allows for only file upload. If offerors are submitting more than one file upload per question, the document must be uploaded as one document.

**Facsimile Responses.** A facsimile response is not allowed.

**Late Proposals.** *Regardless of cause, the State may not accept late proposals. Such proposals will automatically be disqualified from consideration.*

**Email Responses.** Responses submitted via email are not allowed and shall not be considered by the State.

**Due Date and Time.** Occasionally eMACS may experience slowness on the due date and time. In order to avoid a late response, please upload your response in a timely manner.

## **SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATE</b>
Pre-Proposal Conferences	January 12, 2026
Deadline for Receipt of Written Questions	January 13, 2026
Deadline for Posting Written Responses to the State's Website	January 21, 2026
RFP Response Due Date	February 13, 2026
Intended Date for Contract Award*	February 20, 2026
	March 9, 2026
	April 1, 2026

\*The dates above identified by an asterisk are included for planning purposes. These dates are subject to change.

## Pre-Proposal Conference

An optional Pre-Proposal Conference will be conducted virtually, interested participants can register at the links below.

1. Monday, January 12 at 8:00 am MT

Registration Link:

<https://us06web.zoom.us/meeting/register/f-mCWQMxS9ydWpo96tjF5A>

2. Tuesday, January 13 at 9:00 am MT

Registration Link:

<https://us06web.zoom.us/meeting/register/0gdxLf0bSQ6fpp0a9ErqCA>

3. Wednesday, January 21 at 1:00 pm MT

Registration Link:

<https://us06web.zoom.us/meeting/register/plamKVZSwOhQiFQEqlZg>

4. Tuesday February 3 at 9:00 am MT

Registration Link:

<https://us06web.zoom.us/meeting/register/ri2ew6ARRYync1p76-Vv4g>

Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, and to notify the State of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP. All responses to questions during the Pre-Proposal Conference will be oral and in no way binding on the State.

## Montana Teacher Registered Apprenticeship Grant Program

### **DESCRIPTION**

The national teacher shortage has become an urgent issue across the United States, with Montana among the hardest hit. The Montana Office of Public Instruction (MTOPI) estimated that over 1,000 educators were needed for the 2023–2024 school year. However, traditional preparation routes are not currently meeting this demand, resulting in persistent and widening gaps in the educator workforce. While 1,200 new teaching licenses were awarded to Montana residents in 2024, the state simultaneously filled 918 positions with underqualified individuals—in addition to the existing vacancies—highlighting that the demand for qualified teachers far exceeds supply.

This imbalance has produced a dramatic rise in emergency authorizations, from 5 in 2014 to over 250 in 2024. Approximately one-third of Montana school systems employed at least one emergency-certified teacher in 2024. However, this is a short-term solution that compounds long-term challenges, as these teachers often experience higher turnover rates and lower effectiveness than those prepared through comprehensive educator preparation programs.

A strong and sustainable teacher workforce is foundational to Montana's long-term prosperity. A well-educated population fuels economic growth, innovation, and civic vitality. Research demonstrates that students taught by highly effective teachers are better prepared for the workforce, leading to greater productivity and statewide economic gains. Montana has long leveraged Registered Apprenticeships (RAPs) to strengthen key industries—boasting more than 3,200 active apprentices across sectors as of 2024. Expanding RAPs into the education sector represents a natural next step to address workforce shortages and ensure all students have access to high-quality instruction.

Montana's unique geography compounds the educator shortage crisis. As the 4th largest state by land area and 48th in population density, 42 of Montana's 56 counties have fewer than six residents per square mile. The state also leads the nation with 96% of Local Education Agencies (LEAs) classified as "small rural." Among Montana's 819 schools, only 51 serve more than 500 students, while more than half serve fewer than 100 students.

These conditions make recruiting and retaining certified teachers particularly difficult. Eighty-three percent of vacancies occur in rural areas where access to traditional educator preparation programs is limited. Many aspiring teachers face substantial barriers related to cost, relocation, and family commitments.

Teacher Registered Apprenticeships (T-RAPs) offer a proven, scalable solution to this persistent challenge. The extended, structured training provided through apprenticeship ensures that emerging educators are fully prepared to lead classrooms with confidence and skill. The “earn-and-learn” model removes financial barriers, enabling individuals—especially paraprofessionals and community members deeply rooted in local schools—to pursue teaching credentials without leaving their employment or incurring significant debt. By employing innovative preparation routes, future teachers—particularly those in rural areas—can remain in their communities while completing their training, strengthening local workforce pipelines and ensuring stability for students and schools alike.

In July 2025, the Montana Department of Labor and Industry (MTDLI) was awarded \$4 million in State Apprenticeship Expansion Formula (SAEF3) competitive grant funding from the U.S. Department of Labor to implement and scale Teacher Registered Apprenticeship Programs (T-RAPs) across the state. The first round of funding aims to support Educator Preparation Provider (EPP) and LEA partnerships that are willing to collaborate with MTDLI to develop, register, and sustain high-quality apprenticeship pathways—advancing Montana’s goal of building a well-prepared, homegrown teacher workforce.

## **PROCUREMENT PURPOSE**

The Montana Department of Labor and Industry (MTDLI) seeks proposals to implement and expand Teacher Registered Apprenticeship Programs (T-RAPs) across the state using funds awarded through the U.S. Department of Labor’s State Apprenticeship Expansion Formula (SAEF3) grant. Through a competitive subgrant process, MTDLI will allocate approximately \$3.195 million to partnerships between Local Education Agencies (LEAs) and Educator Preparation Providers (EPPs) to design and deliver high-quality, no-cost apprenticeship pathways leading to teacher licensure. The purpose of this procurement is to accelerate the launch and scale of T-RAPs that combine paid, mentored on-the-job training with aligned coursework, expand access to rural and frontier regions, and remove financial barriers for aspiring educators. The initiative aims to register at least 160

apprentices and establish 40 employer sponsors, to create a sustainable, “earn-and-learn” system that strengthens the local educator workforce and ensures that homegrown talent can enter—and remain in—the profession.

### Program Design and Timeline

The Montana Department of Labor and Industry (MTDLI), in partnership with the Montana Office of Public Instruction (MTOPI), will implement a three-year plan to establish, expand, and sustain high-quality Teacher Registered Apprenticeship Programs (T-RAPs) statewide.

#### *Big Picture Design and Timeline:*

Year 1 (Foundation and Framework): MTDLI will design and register a statewide K-12 Teacher Apprenticeship Framework that aligns with MTOPI licensure requirements and ensures consistent program quality. Administrative systems, compliance routines, and communication structures will be established to support implementation and reporting.

Years 2–3 (Implementation and Scale): MTDLI will release two rounds of competitive subgrants to EPP–LEA partnerships to expand tuition-free pathways to teacher licensure. Apprentices will be registered, monitored, and supported through ongoing technical assistance, site visits, and data reviews. Feedback from employers and apprentices will inform continuous improvement and sustainability planning.

Year 3 (Pre-Apprenticeship and Sustainability): Building on established T-RAPs, MTDLI will collaborate with high-school Career Navigators to pilot pre-apprenticeship models that connect dual-credit coursework and early field experiences to registered programs. Final reports will document outcomes, best practices, and recommendations for continued statewide expansion.

By June 2028, Montana will have launched at least 40 T-RAPs, enrolled 160 apprentices, and built a sustainable system enabling aspiring educators—especially in rural and frontier regions—to earn their degree and licensure at no cost while remaining in their local communities.

### Specific Design Considerations

The Montana Teacher Registered Apprenticeship Program (T-RAP) is built on an employer-driven model that places LEAs at the center of program design and implementation. Unlike traditional university-led placement models, participating districts lead the design of apprenticeship pathways based on local workforce needs, ensuring alignment with community priorities, student needs, and district staffing goals.

Under this model, apprentices are full-time district employees, not unpaid student teachers. They earn progressive wages and benefits throughout their apprenticeship and, during the SAEF grant period, receive fully funded tuition through their partner Educator Preparation Provider (EPP).

Each apprentice is paired with a trained mentor teacher—also referred to as a journeyworker—for a minimum of one year. This structured mentorship model ensures that every apprentice receives job-embedded, continuous support that integrates real-time feedback, guided reflection, and alignment with instructional best practices.

The program offers multiple on-ramps to participation, welcoming paraprofessionals, career changers, high school graduates, and current college students. This flexibility broadens access to the teaching profession and allows districts to cultivate talent pipelines that reflect their local communities.

Apprentices progress toward completion through a competency-based framework aligned with the Danielson Framework for Teaching, which mirrors how most Montana teachers are evaluated. This ensures that apprentices demonstrate proficiency in locally relevant competencies while maintaining statewide rigor and consistency.

Educator Preparation Providers (EPPs) serve as lead applicants and are accountable for program quality, licensure alignment, and sustainability. However, EPPs must demonstrate district alignment and buy-in, adapting coursework and delivery models to meet employer needs rather than expecting districts to conform to existing university structures.

To ensure shared ownership and transparency, applicants must describe the respective partnership roles between the EPP and partner LEA(s) or school(s). The narrative should specify which entities are responsible for key program components—such as on-the-job learning, related technical instruction, mentorship training, evaluation, and data reporting—and how decisions will be made collaboratively.

Applications must also include details on seat allocation, specifying the number of apprenticeship seats per district to illustrate workforce alignment and distribution. The RFP includes an incentive structure that rewards broader partnerships—particularly those engaging rural and Tribal districts—and encourages regional EPP–district collaborations that leverage shared resources and expand access across Montana.

Local amplification is essential to the success of the Montana Teacher Registered Apprenticeship Program (T-RAP). Awardees—both Educator Preparation Providers (EPPs) and partnering LEAs—are strongly encouraged to conduct localized recruitment to identify and engage prospective apprentices within their regions. Local outreach ensures recruitment reflects community workforce needs and supports Montana's goal of developing and retaining high-quality educators in every corner of the state.

Subgrantees must also provide comprehensive wraparound supports that enable candidates to balance work and coursework effectively. Drawing from the successful Montana Teacher Residency model, programs are encouraged to adopt an 80/20 structure, dedicating approximately 80% of an apprentice's time to classroom-based experience and 20% to related coursework. This approach ensures apprentices have both the structure and flexibility needed to thrive. Programs should note that allocating 20% of time to coursework may reduce the total number of on-the-job training (OJT) hours that count toward the 2,000-hour annual minimum required under federal Registered Apprenticeship standards. If designed as a one-year apprenticeship, programs must plan for extended-year or summer experiences to meet these requirements.

In addition, subgrantees will be required to offer targeted examination support—including test preparation, scheduling assistance, and access to study materials—to ensure candidates are fully equipped to meet all licensure and program completion requirements.

Programs that serve first-generation college students, particularly those in tribal and rural communities, must provide intentional, culturally responsive supports to promote persistence and success. These may include:

- Dedicated advising and mentoring tailored to first-generation and Indigenous learners, emphasizing both academic success and cultural connection;
- Bridge programming to support transitions into apprenticeship coursework (e.g., study skills, financial literacy, technology orientation);
- Wraparound services such as childcare assistance, transportation support, and flexible scheduling;
- Embedded tutoring and academic coaching in core content and literacy;
- Partnerships with tribal colleges, local EPPs, and workforce

- boards to align supports and sustain pathways; and
- Integration of Indigenous knowledge and local context within coursework and field experiences to affirm identity and strengthen community ties.

All program designs must account for regional and geographic diversity to ensure equitable access across Montana's rural, frontier, and urban areas. Strategies may include virtual or hybrid instruction models to reach geographically isolated candidates and targeted supports or incentives for districts on reservations and in frontier counties where educator preparation access is limited.

The preferred mode of instruction for related technical coursework is online or hybrid, prioritizing flexibility and accessibility. This ensures apprentices can complete all program requirements without leaving their communities, minimizing travel barriers and maximizing participation. Online and hybrid formats support individualized learning, promote engagement among diverse learners, and allow for local, community-based field experiences.

To further advance this commitment, the RFP will incentivize proposals that feature fully online or hybrid coursework models designed to eliminate travel burdens, expand reach through digital access, and strengthen community-based support systems. This approach ensures that every apprentice—regardless of geography—can successfully complete their apprenticeship, advance toward licensure, and remain rooted in the communities they serve.

#### *Program Option A: Bachelor's Degree and Licensure Pathway*

This option supports bachelor's degree-granting and licensure programs for individuals pursuing initial teacher licensure. Programs under this option may be structured as one-, two-, or three-year pathways, depending on prior credit transfer, course sequencing, and district needs.

While it is optimal for candidates to enter with at least an associate degree or 60 undergraduate credit hours, this is not a strict requirement. The ultimate determining factor for eligibility is whether the candidate can complete all degree and licensure requirements by June 30, 2028.

Each candidate must complete a minimum of 2,000 hours of full-

time on-the-job training prior to program completion. EPP applicants must administer this program on a timeline that allows each apprentice to be eligible for Montana teacher licensure and employment as a teacher of record no later than June 30, 2028.

Programs may begin any time after the official award date (projected: March 2026) but must have fully selected and enrolled teacher apprentices by no later than August 15, 2026.

#### Program Option B: Post-Baccalaureate Licensure Pathway

This option supports post-baccalaureate programs leading to teacher licensure for candidates who already possess a bachelor's degree in a non-education field. Programs under this option provide an accelerated, non-degree route into teaching through a structured combination of coursework and a minimum of 2,000 hours of full-time on-the-job training prior to program completion.

EPP applicants must ensure that participants are on track to earn full Montana teacher licensure and eligibility for employment as a teacher of record no later than June 30, 2028.

Programs may begin any time after the official award date (projected: March 2026) but must have fully selected and enrolled teacher apprentices by no later than August 15, 2026.

In order to provide maximum flexibility for partnering LEAs and schools—and to support the participation of candidates with a variety of backgrounds and prior credentials—EPP applicants must allow partner LEAs and schools to enroll candidates on a rolling basis until all agreed-upon apprenticeship seats are filled.

**Note:** Because all selected candidates must complete their program and become eligible for Montana teacher licensure and employment as a teacher of record no later than June 30, 2028, each awarded EPP applicant and its partnering LEA(s) or school(s) must mutually establish a final enrollment date after which no additional candidates may be admitted, ensuring compliance with the required completion timeline.

Additionally, EPPs must allow partner LEAs and schools to purchase additional apprenticeship seats, beyond those initially proposed, at the same locked-in tuition rate included in the awarded proposal, ensuring cost

consistency and equitable access across districts that wish to expand participation.

**Funding Limitation:** No more than 20% of total grant funding may be allocated to support post-baccalaureate program options. Applicants are strongly encouraged to limit requests accordingly. MTDLI reserves the right to determine final, holistic grant award amounts across all applications to ensure compliance with funding limitations.

#### Award Details

Through this first round of competitive funding, the Montana Department of Labor and Industry (MTDLI) will award up to \$2,000,000 in subgrants to eligible Educator Preparation Providers (EPPs) in partnership with Local Education Agencies (LEAs). MTDLI will make individual subgrants in increments of up to \$100,000 for

high-quality proposals. The final number and value of subgrants awarded will be determined at MTDLI's discretion and will depend on the competitiveness of proposals received, the availability of funds, and the goal of ensuring broad geographic representation across the state.

No more than 20% of total grant funding may be allocated to support post-baccalaureate program options. Applicants are strongly encouraged to limit requests accordingly. MTDLI reserves the right to determine final, holistic grant award amounts across all applications to ensure compliance with statutory funding limitations, promote equitable distribution of funds, and maximize participation among diverse regional partners.

Note that eligible EPPs are encouraged to partner with multiple districts in order to establish and scale their proposed Teacher Apprenticeship programs.

Applicants must submit one (1) consolidated application for consideration. However, Educator Preparation Providers (EPPs) may submit—and are encouraged to submit—multiple distinct program proposals within that single application. As a result, EPPs may be eligible to receive more than \$100,000 in total grant funding.

As outlined in *Appendix A: Instructions for Multiple Proposals from the Same Applicant*, each proposal should describe programming offered to a distinct cohort of teacher apprentices. Cohorts may consist of candidates

from one or more partnering LEAs or schools.

For example, if an applicant submits a single application that includes five program proposals at \$100,000 each, serving five separate cohorts of candidates from different LEA or school partners, the applicant could be awarded a total subgrant of \$500,000. However, individual project proposals within an overall subgrant application may not exceed \$100,000 each.

Refer to *Appendix A: Instructions for Multiple Proposals from the Same Applicant* for detailed guidance on submitting multiple program proposals within a single application.

Awarded partners will use subgrant funds to cover all out-of-pocket costs—including tuition, textbooks, and fees—for apprentices selected by partnering LEAs.

To expand access and meet candidates where they are in their educational journey, the Montana Department of Labor and Industry (MTDLI) will prioritize proposals that offer 1-, 2-, and 3-year degree pathways into teaching, targeting candidates at different stages of educational attainment:

- Three-year programs for individuals without prior college credit;
- Two-year programs for paraprofessionals or candidates with approximately 60 college credits; and
- One-year post-baccalaureate programs for career changers holding non-education bachelor's degrees.

Apprentices will be enrolled in cohorts beginning as early as summer 2026, with an estimated 100 apprentices participating across at least 20 LEA partnerships in Round 1.

Competitive preference will be given to proposals that:

- Partner with rural and low-income LEAs;
- Offer pathways in critical shortage areas, such as Special Education; and
- Recruit local, homegrown candidates committed to teaching in their communities.

All awards will be issued on a reimbursement basis, with official agreements executed between MTDLI and subgrantee universities or EPP partners.

Final award determinations will be made at the sole discretion of the Montana Department of Labor and Industry, based on a

comprehensive review of all applications and program proposals received.

## Eligible Applicants

### In-State Educator Preparation Provider Eligibility

This solicitation is open to any Montana-based Educator Preparation Provider (EPP) leading to teacher licensure in Montana.

In-state EPP applicants must certify and provide evidence that their institution:

- Is an accredited institution of higher education;
- Is approved to recommend candidates for Montana teacher licensure in the specific endorsement areas or pathways included in their application; and
- Has the capacity to partner with one or more Montana school districts (LEAs) to design and implement a Teacher Registered Apprenticeship Program (T-RAP).

### *Collaborative Partnerships:*

MTDLI strongly encourages two-year colleges, including tribal colleges, and four-year institutions to partner together to deliver proposed programs. Such partnerships promote accessible, affordable, and seamless pathways for apprentices to earn a degree and achieve full teacher licensure while strengthening alignment between community-based entry points and baccalaureate completion options.

Note: The Montana Department of Labor and Industry (MTDLI) reserves the right to verify that each applicant is fully approved and able to offer a degree pathway leading to teacher licensure in the proposed endorsement areas outlined in their RFP response.

### Out-of-State Educator Preparation Provider Eligibility

Out-of-state EPPs are eligible to apply for award, provided that they:

- Are an approved and accredited EPP within their home state that offers programming leading to teacher licensure;
- Certify and provide evidence that their institution is approved within their home state to recommend candidates for teacher licensure in the areas or pathways for which they are applying;
- Demonstrate alignment between their proposed licensure pathways and Montana's teacher licensure standards; and
- Agree to collaborate with their partnering Montana LEA(s) and the

Montana Department of Labor and Industry (MTDLI) to ensure that all candidates complete the requirements necessary to obtain Montana teacher licensure upon program completion.

Note: The Montana Department of Labor and Industry (MTDLI) reserves the right to verify with the appropriate approving agency in an out-of-state EPP's home state that the applicant is fully approved and able to offer the degree and licensure pathways proposed in their RFP submission.

To enable the State to determine the capabilities of an offeror to perform the services specified in the RFP,  
the offeror shall respond to the following regarding its ability to meet the State's requirements.

**NOTE:** Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

## Mandatory Requirements

To be eligible for consideration, an offeror *shall* meet all mandatory requirements noted herein. The State will determine whether an offeror's proposal complies with the requirements. Proposals that fail to meet any mandatory requirements listed in this RFP will be deemed non-responsive.

Item	Mandatory Requirements
M1	Summary Table: Applicants must submit a Program Proposal Summary Table, as outlined in <i>See Appendix A: Instructions for Multiple Proposals from the Same Applicant for more details.</i>
M2	Contact Info: Detail the name, title, email address, mailing address, and telephone number of the person the Solicitation Coordinator should contact regarding the response.
M3	Unique Entity Identifier: Please provide the applicant educator preparation provider institution's Unique Entity Identifier (UEI).
M4	Authorized Signatory: Please provide the name and email contact information for the individual within the applicant's institution who will serve as the institution's Authorized Signatory, if the applicant is awarded a sub-grant award as a result of this competitive application.
M5	Partner Info: Provide the entity name, point of contact, phone number, and email address for <u>each</u> organization involved in the proposed partnership(s) outlined in this application. This should include information for both the EPP submitting the application as well as any Local Education Agency (LEA) with whom the EPP applicant is proposing to partner.*  <i>*Note: If the applicant is submitting a single grant application with multiple proposals, clearly indicate relevant information by Program #. See Appendix A Instructions for Multiple Proposals from the Same Applicant for more details.</i>
M6	EPP Status Confirmation: In-state EPP applicants must certify and provide evidence that their institution: <ul style="list-style-type: none"><li>• Is an accredited institution of higher education;</li><li>• Is approved to recommend candidates for Montana teacher licensure in the specific endorsement areas or pathways included in their application; and</li><li>• Has the capacity to partner with one or more Montana school districts (LEAs) to design and implement a Teacher Registered Apprenticeship Program (T-RAP).</li></ul> Out-of-state EPPs are eligible to apply for award, provided that they: <ul style="list-style-type: none"><li>• Are an approved and accredited EPP within their home state that offers programming leading to teacher licensure;</li><li>• Certify and provide evidence that their institution is approved within their home state to recommend candidates for teacher licensure in the areas or pathways for which they are applying;</li><li>• Demonstrate alignment between their proposed licensure pathways and Montana's teacher</li></ul>

	<p>licensure standards; and</p> <ul style="list-style-type: none"> <li>• Agree to collaborate with their partnering Montana LEA(s) and the Montana Department of Labor and Industry (MTDLI) to ensure that all candidates complete the requirements necessary to obtain Montana teacher licensure upon program completion.</li> </ul> <p><i>*Note: MTDLI reserves the right to verify and request any additional documentation as needed in support of any statements made in response to this Mandatory Requirement.</i></p>
M7	<p>Confirmation of Program Option Offering: Provide a statement clearly confirming that the applicant is able to offer the following Program Option, as outlined in their proposal(s):</p> <p>Program Option A: Bachelor's Degree &amp; Licensure</p> <p style="text-align: center;">and/or</p> <p>Program Option B: Post-baccalaureate Licensure</p> <p><i>*Note: If the applicant is submitting a single grant application with multiple proposals, clearly indicate relevant information by Program #. See Appendix A: Instructions for Multiple Proposals from the Same Applicant for more details.</i></p>
M8	<p>Partner Letters of Support: Include attached letter(s) of support from all proposed partner LEA(s) and/or partnership agreements with each of the proposed partner LEAs.</p> <p>Each letter <u>must</u> be signed by the LEA's superintendent or designee. <i>Any applications containing letters of support that are not signed by a partnering LEA superintendent or designee may be subject to a delayed review or rejection, at MTDLI's discretion, until corrected letters signed by a partnering LEA superintendent or designee are received.</i></p> <p><u>Each letter of support must certify the following:</u></p> <ul style="list-style-type: none"> <li>• The LEA is willing to participate in the grant program in partnership with the applicant.</li> <li>• The LEA has reviewed and agreed to its role and responsibilities as a partner, as outlined in the Scope of Work Summary and Technical Response sections of this competitive solicitation for the Montana Teacher Registered Apprenticeship program.</li> <li>• The LEA certifies that it has been involved in determining and approves of the teacher licensure and degree(s) that will be offered via the proposed partnership.</li> <li>• If a grant is awarded, as part of its participation in the program, the LEA is willing to work with the Montana Department of Labor and Industry (MTDLI) and the EPP awardee in order to register the grant-funded Teacher Registered Apprenticeship program as a Registered Apprenticeship Program, with the LEA serving as sponsor and employer.</li> <li>• The LEA acknowledges that each apprentice will be a full-time employee of the district and must earn at least one progressive wage increase during their apprenticeship.</li> </ul>
M9	<p>Program Timeline:</p> <p>Provide a statement affirming that the Applicant's proposed Montana Teacher Registered</p>

	<p>Apprenticeship program will occur along a timeline that would allow each candidate to enroll in the proposed program by no later than August 15, 2026, and earn either a bachelor's degree, a master's degree or a post-baccalaureate credential and be eligible to become a fully-certified teacher-of-record in Montana by no later than June 30, 2028.*</p> <p><i>*Note: If the applicant is submitting a single grant application with multiple proposals, clearly indicate relevant information by Program #. See Appendix A: Instructions for Multiple Proposals from the Same Applicant for more details.</i></p>
M10	No Cost to Participants: Provide a statement confirming that, if the grant is awarded, participants will not bear any costs for tuition, textbooks, or fees.
M11	Indian Education for All Attestation: All programs funded under this solicitation must implement Indian Education for All (IEFA) in accordance with Montana Code Annotated § 20-1-501. Applicants attest that their proposed program will integrate IEFA principles into coursework and on-the-job training, ensure culturally responsive preparation for all teacher apprentices, and collaborate with tribal partners where appropriate.
M12	Registered Apprenticeship: Provide a statement indicating that, upon successful program implementation, the applicant and any LEA partners are willing to participate in registration of the Montana Teacher Registered Apprenticeship Grant Program as an official Registered Apprenticeship program, with the LEA serving as sponsor and employer.
M13	<p>Minimum Admissions Requirements: Please outline your institutions' minimum admissions requirements for entry into the proposed MTSBOE-approved educator preparation program.*</p> <p><i>*Note: As a reminder, if awarded, the applicant must allow any partnering LEA(s) to recommend all candidates for participation in the proposed Teacher Registered Apprenticeship program. As long as recommended candidates meet all state and local requirements for employment in a full-time, student-facing position within the partnering LEA(s), and as long as they meet minimum admission requirements for the applicant's approved educator preparation program, they must be admitted to the applicant institution's educator preparation program, as specified and agreed upon candidate seats are available.</i></p> <p><i>*Note: If the applicant is submitting a single grant application with multiple proposals, clearly indicate relevant information by Program #. See Appendix A: Instructions for Multiple Proposals from the Same Applicant for more details.</i></p>
M14	<p>Coursework Delivery Format: Applicants must clearly describe the coursework delivery format and outline whether coursework will be delivered in an in-person, remote, or hybrid format.*</p> <p><i>*Note: If the applicant is submitting a single grant application with multiple proposals, clearly indicate relevant information by Program #. See Appendix A: Instructions for Multiple Proposals from the Same Applicant for more details.</i></p>
M15	References: Offeror shall provide a minimum of three (3) references that are currently using or have previously used services of the type proposed in this RFP. The references may include state governments or school districts for whom the offeror, preferably within the last three (3) years, has successfully addressed teacher vacancy challenges. At a minimum, the offeror shall provide the company name, location where the services were provided, contact person(s), contact telephone number, e-mail address, and a complete description of the services provided, and dates of service.

	<p>These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the contract.</p>
M16	<p><b>Company Profile and Experience:</b> Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this RFP, including, at a minimum:</p> <ul style="list-style-type: none"> <li>• a detailed description of any similar past projects, including the service type and dates the services were provided;</li> <li>• the client for whom the services were provided; and</li> <li>• a general description of the firm including its primary source of business, organizational structure and size, number of employees, years of experience performing services similar to those described within this RFP.</li> </ul>
M17	<p><b>Resumes:</b> A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, including any subcontractors, who will be performing any aspects of the contract. Include years of experience providing services similar to those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP.</p>

## **Technical Requirements**

The applicant must address all Technical Element items and provide, in sequence, the information requested. Applicants must also adhere to the page-length limitations specified for each Technical Requirement; responses that exceed the maximum page limit will not be considered in scoring. The evaluation team members will evaluate the responses and assign a score to each item using the rubric below. See *Appendix B: Technical Response Rubric* for a detailed breakdown of how each Technical Response Item will be scored.

#	<b>Technical Elements</b>
T1	<p><b>Cost per Participant:</b> *Response Length: No more than 1 page, single-spaced.</p> <p>Please provide the following:</p> <ol style="list-style-type: none"> <li>1. A count of the number of participant seats that will be offered to each LEA partner for the proposed Montana Teacher Registered Apprenticeship Grant Program. The number of seats offered to each LEA or school partner may vary and should be based on size and need of the LEA(s).*</li> <li>2. A count of the total number of seats offered to all LEA partners for the proposed Montana Teacher Registered Apprenticeship Grant Program *</li> </ol> <p>Scoring Calculation Method: **  Score = (Lowest Average Cost per Participant, across all applications received/ Applicant's Average Cost per Participant) *(Highest possible score)</p> <p><i>*Note: If the applicant is submitting a single grant application with multiple proposals, clearly indicate relevant information by Program #. See Appendix A: Instructions for Multiple Proposals from the Same Applicant for more details.</i></p>

	<p>**See Appendix B: <i>Technical Response Rubric</i> for a more detailed breakdown of how this item will be scored</p>
T2	<p><b>Program Design:</b> *Response Length: No more than 1 page, single-spaced. Provide a description of the intended program design, including how the EPP applicant arrived at the pathway(s) outlined in their application. At a minimum, this description must outline how the vision for the Local Teacher Registered Apprenticeship Grant Program was developed. What process was used to incorporate input from district partners?</p> <p>*Note: If the applicant is submitting a single grant application with multiple proposals, clearly indicate relevant information by Program #. See Appendix A: Instructions for Multiple Proposals from the Same Applicant for more details.</p>
T3	<p><b>Program Activities, Timeline, and Courses:</b> *Response Length: No more than 3 pages (may be in whatever format makes sense based on your proposal)</p> <p>Provide a timeline of program activity and intended course schedule. This response should include, at a minimum:*, **</p> <ol style="list-style-type: none"> <li>1. Descriptions of how courses will be delivered (online, hybrid), and an outline of when courses will be offered (e.g. synchronous, asynchronous).*</li> <li>2. Course descriptions and full course schedule for the proposed Montana Teacher Registered Apprenticeship Grant Program, including number of credit hours for the degree.</li> <li>3. A full program timeline, with a description of when all required program activities will occur.</li> </ol> <p>*As a reminder, programs may begin any time after the date of official award via contract execution (projected: March 2026) but must begin and have fully selected and enrolled teacher apprentices by no later than <b>August 15, 2026</b>.</p> <p>All proposed programs must allow each candidate to become a fully certified teacher-of-record in Montana by no later than June 30, 2028.</p> <p>**Note: If the applicant is submitting a single grant application with multiple proposals, clearly indicate relevant information by Program #. See Appendix A: Instructions for Multiple Proposals from the Same Applicant for more details.</p>
T4	<p><b>Details of the On-the-Job Learning Model:</b> *Response Length: No more than 1 page, single-spaced. Provide a description of the minimum 1-year on-the-job learning model to be employed during the program. At a minimum, this response must outline the following:</p> <ul style="list-style-type: none"> <li>• How will participants gradually take on more instructional responsibility over the course of the grant?</li> <li>• How will cooperating mentor teachers support their assigned teacher apprentice mentees?</li> <li>• What evaluation process will be established to provide feedback to participants throughout the program?*</li> </ul> <p>*Note: If the applicant is submitting a single grant application with multiple proposals, clearly indicate relevant information by Program #. See Appendix A: <i>Instructions for Multiple Proposals from the Same Applicant</i> for more details.</p>

T5	<p><b>Mentor Support:</b> *Response Length: No more than 1 page, single-spaced. Outline how the applicant will develop and implement a comprehensive mentoring program to support mentor teachers (“Journeyworkers”) throughout the duration of the apprenticeship.</p> <p>Each apprentice must be assigned a high-quality journeyworker mentor teacher. The mentoring program and corresponding implementation plan must be developed collaboratively with the applicant’s partner LEA(s). The plan must describe in detail how mentoring will be delivered to support emerging teachers and must include, at a minimum:</p> <ul style="list-style-type: none"> <li>• <b>Recruitment:</b> A description of how the EPP, in partnership with its LEA, will market and recruit qualified journeyworker mentor teachers for the proposed apprenticeship program.</li> <li>• <b>Selection:</b> A description of the criteria and process the LEA(s) or school partner(s) will use to screen and select qualified journeyworker mentors.</li> <li>• <b>Training and Support:</b> A detailed explanation of the initial and ongoing professional learning, coaching, and additional incentives that will be provided to journeyworker mentors.</li> <li>• <b>Matching Process:</b> A description of how journeyworker mentors will be strategically paired with apprentices to ensure alignment in grade level, content area, and developmental needs.</li> <li>• <b>Workload and Role Management:</b> A description of how the EPP and its LEA partners will ensure journeyworker mentors can effectively fulfill their mentorship responsibilities while maintaining their duties as lead classroom teachers.</li> <li>• <b>Compensation:</b> MTDLI requires applicants to compensate mentors at a rate of \$6,000 per apprentice. Describe the mechanism for providing the stipend to the mentor and the proposed funding source.</li> </ul>
T6	<p><b>EPP-LEA Partnerships:</b> *Response Length: No more than 1-page, single-spaced.</p> <ol style="list-style-type: none"> <li>1. Provide a description of the respective partnership roles between the applicant and the partner LEA(s) and/or partner school(s). Please specify which parties are responsible for which elements of the program.</li> <li>2. Outline the apprentice candidate recruitment, screening, and selection process. Please also outline minimum qualifications for participants, including any HR requirements from the partnering LEA(s) or school(s). Who is the intended recruitment and talent pool for this program (e.g., paraeducators with little to no college credit, education assistants with a bachelor’s degree, or STEM professionals with at least a bachelor’s degree who are seeking a career change)?</li> <li>3. How will the proposed Montana Teacher Registered Apprenticeship Grant Program help to address staffing needs and increase the number and quality of educators serving within partnering LEA or school(s)?*</li> </ol> <p><i>*Note: If the applicant is submitting a single grant application with multiple proposals, clearly indicate relevant information by Program #. See Appendix A: Instructions for Multiple Proposals from the Same Applicant for more details.</i></p>
T7	<p><b>Wraparound Supports:</b> *Response Length: No more than 1 page, single-spaced. Describe in detail the</p>

	<p>academic, career, and licensure preparation support plan that the EPP will offer to participants to ensure success during their completion of the program. Please provide the licensure exam pass rates of participants from similar programs your institution has administered in the past. Outline what wraparound supports you provided to those participants and how supports for this Montana Teacher Registered Apprenticeship Grant Program would compare. *</p> <p><i>*Note: If the applicant is submitting a single grant application with multiple proposals, clearly indicate relevant information by Program #. See Appendix A: Instructions for Multiple Proposals from the Same Applicant for more details.</i></p>
T8	<p><b>Budget and Budget Narrative:</b> *Response Length: Complete the budget template provided in <b>Appendix D</b>. The budget narrative should be no more than 1 page (may be in whatever format makes sense based on your proposal)</p> <p>Submit a proposed budget (using the attached <b>Appendix D: Budget</b>). The budget must be annualized for each year of the program(s) and must categorize all proposed costs for the program(s).*</p> <p><i>*Note: The budget should reflect total funds requested for <b>all</b> proposed programs. However, the budget narrative should clearly describe a breakdown per <b>each</b> requested \$100,000 grant award, for the instance in which a proposal is partially funded. The budget narrative should include a detailed breakdown of participant costs, fees, etc.</i></p> <p><b><u>Budget Table</u></b></p> <p>Offerors <i>must</i> use the RFP Budget Tables provided in <b>Appendix D: Budget</b>. These budget tables serve as the primary representation of offeror's cost/price. Offeror should include additional information as necessary to explain the offeror's cost/price.</p>

## Appendix A Instructions for Multiple Proposals

Applicants must only submit one application to the MTDLI for consideration. However, EPPs may submit (and are encouraged to submit) more than one project proposal as part of their single application and therefore may receive more than \$100,000 in total. Each proposal should outline the programming to be offered to a distinct cohort of teacher candidates. Program Type, Endorsement Area, LEA partners, or some combination of those factors may differentiate proposals. If an applicant wishes to submit proposals for multiple awards of \$100,000, they must do so within a **single** application, and they must do the following:

- Attach a version of **Table 1: EXAMPLE Program Proposal Summary Table** provided below, as part of item M1 'Summary Table' in the Mandatory Requirements.
- Throughout the single application, clearly label information in Mandatory and Technical Response Items that is distinctive to a particular program proposal as corresponding to "Program #," in reference to **Table 1: EXAMPLE Program Proposal Summary Table** below.
- In the budget and budget narrative, clearly delineate costs per up to \$100,000, such that MTDLI could reasonably determine a partial award amount(s) in the instance that the full set of proposals are not funded.

**Table 1: EXAMPLE Program Proposal Summary Table**

Program #	Program Option	Partners and Seats per Partner	Total Seats	Amount Requested
1	Program Option A (Bachelor's Degree & Licensure)	LEA A – 3 seats LEA B – 4 seats LEA C – 6 seats	13	\$100,000
2	Program Option A (Bachelor's Degree & Licensure)	LEA A – 4 seats LEA B – 5 seats LEA C – 4 seats LEA D – 2 seats	15	\$100,000
3	Program Option B (Licensure Only)	LEA A – 10 seats LEA B – 10 seats	20	\$97,850
...	...	...	...	...
<b>TOTAL</b>			<sum of all seats>	<total amount>

Appendix B  
BASIS OF EVALUATION SCORING GUIDE

The evaluation committee will award points based on 1,000 points total. In awarding points to each of the scored evaluation criteria, the evaluator/evaluation committee will consider the following guidelines. A detailed response of the point structure is found in the technical scoring rubric. Equal Pay for Montana is worth 5% bonus points.

*Exceeds Requirement* = A response exceeds the requirement when it is a highly comprehensive, excellent reply that goes beyond the requirement of the RFP to provide added value. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency. The response includes a full, clear, detailed explanation of how the solution fits the requirement. No errors in technical writing.

*Meets Requirement* = A good response that fully meets the requirement and demonstrates and explains in a clear and concise manner a thorough knowledge and understanding, with no deficiencies noted regarding technical approach.

*Partially Meets Requirement* = A fair response that minimally meets most of the requirement set forth in the RFP but may have one or more deficiency, such as typos. The offeror demonstrates some ability to comply or has explained partly how their solution fits the requirement.

*Failed to Meet Requirement* = A failed response does not meet the requirement set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explain how their solution meets the requirement.

EVALUATION CRITERIA

The following are the weights and total maximum point value for each evaluated section of this RFP:

Evaluated RFP Section	Weight (%)	Maximum Point Value
Technical Element #1 – Cost per Participant	30%	300
Technical Element #2 – Program Design	20%	200
Technical Element #3 – Program Activities, Timeline, Courses	10%	100
Technical Element #4 – Details of On-the-Job Learning Model	5%	50
Technical Element #5 – Mentor Support	5%	50
Technical Element #6 – EPP-LEA Partnerships	5%	50
Technical Element #7 – Wraparound Supports	5%	50
Technical Element #8 - Budget and Budget Narrative	20%	200
Equal Pay for Montana Women	+5% Bonus	50

Question	Points Earned								
<p><b>T1: Cost per Participant: Maximum point value - 300</b></p> <p>Please provide the following:</p> <ol style="list-style-type: none"> <li>1. A count of the number of participant seats that will be offered to each LEA for the proposed Teacher Registered Apprenticeship Program. The number of seats offered to each LEA or school partner may vary and should be based on the size and needs of the LEA(s).</li> <li>2. A count of the total number of seats offered to all LEA(s) for the proposed grant program.</li> </ol>	<p>Score = (Lowest Average Cost per Participant, across all applications received in Program Option A / Applicant's Average Cost per Participant * 300</p> <p><b>For Reference:</b>  <u>Calculation Method for Average Cost per Participant</u> = Individual proposal budget request (not to exceed \$100,000 <i>per proposal</i>) / Total number of seats offered to all LEA partners for the proposed Teacher Registered Apprenticeship Program. (reviewed <i>per proposal</i>)</p>								
<p><b>T2: Program Design:</b>  Program Design: Provide a description of the intended program design, including how the EPP applicant arrived at the pathway(s) outlined in their application. At a minimum, this description must outline how the vision for the proposed Teacher Registered Apprenticeship Program was developed? What process was used to incorporate input from district partners?</p> <p>*Note: If the applicant is submitting a single grant application with multiple proposals, clearly indicate relevant information by Program #. See Appendix A: Instructions for Multiple Proposals from the Same Applicant for more details.</p>	<table border="1" data-bbox="40 1163 1620 1997"> <thead> <tr> <th data-bbox="40 1163 665 1205">Failed to Meet Requirement = 0-49 points</th> <th data-bbox="665 1163 954 1205">Partially Meets Requirement = 50-99 points</th> <th data-bbox="954 1163 1243 1205">Meets Requirement = 100-149 points</th> <th data-bbox="1243 1163 1620 1205">Exceeds Requirement = 150-200 points</th> </tr> </thead> <tbody> <tr> <td data-bbox="40 1205 665 1997"> <p>The item is not addressed, or both sections of the response are lacking sufficient detail</p> </td><td data-bbox="665 1205 954 1997"> <p>The proposal provides a general or incomplete description of the program design and vision. Limited explanation is provided regarding how the program concept was developed or how district partner input was incorporated. The description lacks clarity or detail on how the program aligns with apprenticeship principles. Minimal or no reference to multiple proposals (if</p> </td><td data-bbox="954 1205 1243 1997"> <p>The proposal offers a clear, coherent program design that demonstrates thoughtful planning and alignment with apprenticeship principles. The applicant describes how the program vision was developed, including a reasonable process for engaging district partners and incorporating their feedback. The response identifies how pathway decisions were informed by workforce needs or stakeholder input. If</p> </td><td data-bbox="1243 1205 1620 1997"> <p>The proposal presents a comprehensive, evidence-based program design grounded in collaboration, data, and a shared vision for the Teacher Registered Apprenticeship model. The applicant clearly articulates how the vision was co-developed through structured engagement with district partners, educator preparation faculty, and other stakeholders. The design reflects strategic alignment to workforce priorities, local needs, and apprenticeship standards. Each pathway (if multiple proposals) is distinctly defined and cross-referenced by Program #, demonstrating intentional design, coherence, and</p> </td></tr> </tbody> </table>	Failed to Meet Requirement = 0-49 points	Partially Meets Requirement = 50-99 points	Meets Requirement = 100-149 points	Exceeds Requirement = 150-200 points	<p>The item is not addressed, or both sections of the response are lacking sufficient detail</p>	<p>The proposal provides a general or incomplete description of the program design and vision. Limited explanation is provided regarding how the program concept was developed or how district partner input was incorporated. The description lacks clarity or detail on how the program aligns with apprenticeship principles. Minimal or no reference to multiple proposals (if</p>	<p>The proposal offers a clear, coherent program design that demonstrates thoughtful planning and alignment with apprenticeship principles. The applicant describes how the program vision was developed, including a reasonable process for engaging district partners and incorporating their feedback. The response identifies how pathway decisions were informed by workforce needs or stakeholder input. If</p>	<p>The proposal presents a comprehensive, evidence-based program design grounded in collaboration, data, and a shared vision for the Teacher Registered Apprenticeship model. The applicant clearly articulates how the vision was co-developed through structured engagement with district partners, educator preparation faculty, and other stakeholders. The design reflects strategic alignment to workforce priorities, local needs, and apprenticeship standards. Each pathway (if multiple proposals) is distinctly defined and cross-referenced by Program #, demonstrating intentional design, coherence, and</p>
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		<p>applicable) or to how pathways were differentiated.</p>	<p>multiple proposals are included, relevant details are clearly labeled and organized by Program # as required.</p>	<p>scalability across models.</p>
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<b>T3: Program Activities, Timeline, and Courses:</b> Provide a timeline of program activity and intended course schedule. This response should include, at a minimum: <ul style="list-style-type: none"> <li>1. Descriptions of how courses will be delivered (online, hybrid), and an outline of when courses will be offered (e.g. synchronous, asynchronous).*</li> <li>2. Course descriptions and full course schedule for the proposed Teacher Registered Apprenticeship program, including number of credit hours for the degree.</li> <li>3. A full program timeline, with a description of when all required program activities will occur.</li> </ul> <p>*As a reminder, programs may begin anytime after the date of official award via contract execution (projected: Month 2026), but must begin and have fully selected and enrolled teacher apprentices by no later than August 15, 2026.</p> <p>All proposed programs must allow each candidate to earn either a bachelor's degree or a post-baccalaureate credential and be eligible to become a fully-licensed teacher-of-record in Montana by no later than June 30, 2028.</p>	<i>Failed to Meet Requirement = 0-29 points</i>  The item is not addressed, or lacking sufficient detail	<i>Partially Meets Requirement = 30-49 points</i>  The timeline and course schedule are unclear or incomplete, or two or more required components are missing or lack sufficient detail. The proposal provides limited or no information on course delivery methods, sequencing, or candidate completion expectations.	<i>Meets Requirement = 50-79 points</i>  The timeline and course schedule are complete, but one required component (e.g., delivery format, course descriptions, or credit hour details) is missing or insufficiently detailed. The program structure generally aligns to expectations but lacks full clarity on pacing or candidate completion assurance.	<i>Exceeds Requirement = 80-100 points</i>  The timeline and course schedule are comprehensive and clearly presented. All required components—course delivery methods, course descriptions, credit hour requirements, and overall program timeline—are detailed and cohesive. The EPP applicant certifies and clearly outlines how all candidates will complete the degree or credential program and become fully certified teachers-of-record in Montana by <b>June 30, 2028</b> .
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<p><b>T4: Details of On-the-Job Learning Model:</b> Provide a description of the minimum 1-year on-the-job learning model to be employed during the program. At a minimum, this response must outline the following:</p> <ul style="list-style-type: none"> <li>• How will participants gradually take on more instructional responsibility over the course of the grant?</li> <li>• How will cooperating mentor teachers support their assigned teacher apprentice mentees?</li> <li>• What evaluation process will be established to provide feedback to participants throughout the program?</li> </ul>	<p><i>Failed to Meet Requirement = 0-19 points</i></p> <p>The item is not addressed, or lacking sufficient detail</p>	<p><i>Partially Meets Requirement = 20-29 points</i></p> <p>The response thoroughly addresses one of the three parts of the question.</p> <p>The response clearly outlines how participants will gradually take on more instructional responsibility over the grant.</p> <p>OR</p> <p>The response reflects a clear outline of how cooperating mentor teachers will support their assigned teacher apprentice mentees.</p> <p>OR</p> <p>The response reflects a consistent and transparent feedback process to ensure candidate growth throughout the program.</p>	<p><i>Meets Requirement = 30-39 points</i></p> <p>The response thoroughly addresses two of the three parts of the question.</p> <p>The response clearly outlines how participants will gradually take on more instructional responsibility over the grant.</p> <p>AND/OR</p> <p>The response reflects a clear outline of how cooperating mentor teachers will support their assigned teacher apprentice mentees.</p> <p>AND/OR</p> <p>The response reflects a consistent and transparent feedback process to ensure candidate growth throughout the program.</p>	<p><i>Exceeds Requirement = 40-50 points</i></p> <p>The response thoroughly addresses all three parts of the question.</p> <p>The response clearly outlines how participants will gradually take on more instructional responsibility over the grant.</p> <p>AND</p> <p>The response reflects a clear outline of how cooperating mentor teachers will support their assigned teacher apprentice mentees.</p> <p>AND</p> <p>The response reflects a consistent and transparent feedback process to ensure candidate growth throughout the program.</p>
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<b>T5: Mentor Support:</b> Outline how the applicant will develop and implement a comprehensive mentoring program to support mentor teachers (“Journeyworkers”) throughout the duration of the apprenticeship. Each apprentice must be assigned a high-quality journeyworker mentor teacher. The mentoring program and corresponding implementation plan must be developed collaboratively with the applicant’s partner LEA(s), including representative administrators and cooperating mentor teachers. The plan must describe in detail how mentoring will be delivered to support emerging teachers and must include, at a minimum: <ul style="list-style-type: none"> <li>• Recruitment: A description of how the EPP, in partnership with its LEA, will market and recruit qualified journeyworker mentor teachers for the proposed apprenticeship program.</li> <li>• Selection: A description of the criteria and process the LEA(s) or school partner(s) will use to screen and select qualified journeyworker mentors.</li> <li>• Training and Support: A detailed explanation of the initial and ongoing professional learning, coaching, compensation, and additional incentives that will be provided to journeyworker mentors.</li> <li>• Matching Process: A description of how journeyworker mentors will be strategically paired with apprentice teachers to ensure alignment in</li> </ul>	<i>Failed to Meet Requirement = 0-19 points</i>  The proposal does not address how mentor (“journeyworker”) support will be developed or implemented. Key elements such as recruitment, selection, training, matching, or differentiated mentorship are missing or mentioned only superficially without actionable detail. No evidence of LEA collaboration or implementation planning.	<i>Partially Meets Requirement = 20-29 points</i>  The proposal provides a basic description of a mentoring program but lacks specificity in one or more required areas (e.g., recruitment, selection, training, matching, differentiated support). Limited evidence of structured collaboration with LEA partners or mentor teacher input. Mentoring activities are described but not clearly tied to apprentice development or program outcomes. Implementation plan is minimal or vague.	<i>Meets Requirement = 30-39 points</i>  The proposal presents a clear and coherent mentoring program with detailed plans for recruitment, selection, training/support, matching, and differentiated mentorship. Collaboration with LEA(s), administrators, and mentor teachers is evident and purposeful. The implementation plan includes timelines, responsible parties, and mechanisms for mentor feedback. Mentoring design demonstrates alignment with apprenticeship goals and educator preparation standards.	<i>Exceeds Requirement = 40-50 points</i>  The proposal demonstrates a comprehensive, evidence-based mentoring framework developed collaboratively with LEA partners and representative mentor teachers. All required components—recruitment, selection, training/support, matching, and differentiated mentorship—are fully articulated with strong rationale, clear implementation strategies, and sustainability measures. Mentoring supports are embedded within the apprenticeship structure and include ongoing professional learning, feedback loops, compensation strategies, and data-driven improvements. The plan reflects a deep commitment to developing and retaining high-quality mentors and ensuring apprentice success.
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<p>grade level, content area, and developmental needs.</p> <ul style="list-style-type: none"> <li>• Workload and Role Management: A description of how the EPP and its LEA partners will ensure journeyworker mentors can effectively fulfill their mentorship responsibilities while maintaining their duties as lead classroom teachers.</li> <li>• Compensation: MTDLI requires applicants to compensate mentors at a rate of \$6,000 per apprentice. Describe the mechanism for providing the stipend to the mentor.</li> </ul>				
<p><b>T6: EPP-LEA/School Partnerships:</b></p> <p>1. Provide a description of</p>	<p><i>Failed to Meet Requirement = 0-19</i></p>	<p><i>Partially Meets Requirement = 20-29</i></p>	<p><i>Meets Requirement = 30-39 points</i></p>	<p><i>Exceeds Requirement = 40-50 points</i></p>

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<p>respective partnership roles between the applicant and the partner LEA(s) and/or partner school(s). Please specify which parties are responsible for which elements of the program.</p> <p>2. Outline the apprentice candidate recruitment, screening, and selection process. Please also outline minimum qualifications for participants, including any HR requirements from the partnering LEA(s) or school(s). Who is the intended recruitment and talent pool for this program (e.g., paraeducators with little to no college credit, education assistants with a bachelor's degree, or STEM professionals with at least a bachelor's degree who are seeking a career change)?</p> <p>3. How will the proposed Teacher Registered Apprenticeship program help to address staffing needs and increase the number and quality of educators serving within partnering LEA or school(s)?*</p>	<p>The item is not addressed, or lacking sufficient detail</p>	<p>The proposal provides a general overview of partnership roles and basic descriptions of recruitment or selection processes but lacks detail, clarity, or differentiation across partners. Minimum qualifications and HR requirements are vaguely stated or incomplete. The intended recruitment pool is mentioned but not clearly aligned to workforce data or district needs. Limited explanation of how the program will address staffing challenges or improve educator quality.</p>	<p>The proposal clearly outlines partnership roles and responsibilities for the applicant, LEA(s), and/or partner schools, demonstrating shared ownership of key program elements (e.g., candidate recruitment, screening, supervision, data reporting). Recruitment and selection processes are detailed and include minimum qualifications aligned with HR policies. The intended recruitment pool is defined and linked to local staffing needs. The proposal articulates how the Teacher Registered Apprenticeship will strengthen the educator pipeline and improve teacher quality within partnering LEA(s).</p>	<p>The proposal presents a comprehensive and well-structured partnership model that delineates clear, complementary roles for each partner (e.g., applicant, LEA, school sites, workforce partners, and/or EPPs). Recruitment, screening, and selection processes are robust, transparent, and equity-driven, with defined criteria, timelines, and responsibilities. Minimum qualifications and HR requirements are fully articulated and evidence-based. The intended recruitment pool is strategically aligned to address local and statewide teacher shortage areas and includes thoughtful pathways for diverse talent (e.g., paraeducators, career changers, STEM professionals). The proposal offers compelling evidence of how the program will address staffing shortages and elevate educator quality through sustainable, data-informed practices.</p>
<p><b>T7: Wraparound Supports:</b> Describe in detail the academic, career, and licensure preparation support plan that the EPP will offer to participants to ensure success during their completion of the program. Please provide the licensure exam pass rates of participants from similar programs your institution has administered in the past. Outline what wraparound supports you provided to</p>	<p><i>Failed to Meet Requirement = 0-19 points</i></p> <p>The item is not addressed, or lacking sufficient detail</p>	<p><i>Partially Meets Requirement = 20-29 points</i></p> <p>Narrative provides a poor level of detail around the academic, career, and licensure preparation support plan that the applicant will offer to participants.</p>	<p><i>Meets Requirement = 30-39 points</i></p> <p>Narrative provides a high level of detail around the academic, career, and licensure preparation support plan that the applicant will offer to participants.</p> <p><i>Past licensure exam pass rates are</i></p>	<p><i>Exceeds Requirement = 40-50 points</i></p> <p>Narrative provides a high level of detail around the academic, career, and licensure preparation support plan that the applicant will offer to participants to ensure success both during and after their completion of the program. Narrative provides a clear outline of how support will be differentiated based</p>

<p>those participants and how supports for this Teacher Registered Apprenticeship Program would compare.</p>		<p>Past licensure exam pass rates are low or average, relative to other applicants.</p>	<p>average, relative to other applicants.</p>	<p>on the experiences of the participants.</p> <p>Past licensure exam pass rates are high, relative to other applicants.</p>
<p><b>T8 Budget and Budget Narrative:</b> Submit a proposed budget (using the attached <i>Appendix A: Budget Template</i>), and an accompanying budget narrative. The budget must be annualized for each year of the program(s) and must categorize all proposed costs for the program(s).</p> <p>Please note – budgets that do not include administrative costs and instead maximize funds to cover costs on behalf of as many candidates as possible will be prioritized.</p>	<p><i>Failed to Meet Requirement = 0-49 points</i></p> <p>The item is not addressed, or lacking sufficient detail</p>	<p><i>Partially Meets Requirement = 50-99 points</i></p> <p>A budget and narrative are provided but lack detail, accuracy, or alignment to program activities. Costs are presented in general categories without adequate justification or clear alignment to allowable uses. The required Price Sheet is used but incompletely or inconsistently. Minimal explanation is given for per-participant costs or administrative allocations.</p>	<p><i>Meets Requirement = 100-149 points</i></p> <p>The proposal includes a complete and accurate budget using the required Price Sheet and provides a corresponding budget narrative that is detailed and logical. Costs are annualized, categorized appropriately, and clearly linked to program activities and outcomes. The narrative includes a breakdown of costs per \$100,000 award and demonstrates fiscal responsibility.</p>	<p><i>Exceeds Requirement = 150-200 points</i></p> <p>The proposal presents a transparent, comprehensive, and fiscally sound budget aligned with the proposed program design and all RFP requirements. The Price Sheet is fully and accurately completed. The budget narrative clearly explains cost assumptions, per-participant calculations, and funding priorities, with a detailed breakdown per \$100,000 award for partial funding scenarios. Administrative costs are minimized to maximize direct participant support, demonstrating a strong commitment to cost-effectiveness and scalability. The</p>
		<p>Partial attention is given to maximizing funds toward participant expenses or to the scenario of partial funding.</p>	<p>Administrative costs are reasonable, and the majority of funds are directed toward participant and program delivery costs.</p>	<p>budget reflects strategic use of funds, braided or leveraged resources where applicable, and sustainability beyond the grant period.</p>



## Appendix D: Budget Tables

**Budget and Budget Narrative:** Submit a proposed budget that is annualized for each year of the program(s) and categorize all proposed costs for the program(s).\*

*\*Note: The budget should reflect total funds requested for **all** proposed programs. However, the budget narrative should clearly describe a breakdown per **each** requested \$100,000 grant award, for the instance in which a proposal is partially funded. The budget narrative should include a detailed breakdown of participant costs, fees, etc. Additionally, MTDLI requires applicants to compensate mentors \$6,000 per apprentice; therefore, this should be reflected in the proposed budget, as either an in-kind contribution or a request for funds.*

*Funding Limitation: No more than 20% of total grant funding may be allocated to support post-baccalaureate program options. Applicants are strongly encouraged to limit requests accordingly.*

Use the format indicated below and add rows as necessary.

01 - Salaries and Wages (list separately for each position)

Line item	Calculation	Requested	In-Kind	Total
Total for salaries & wages:				

02 - Contracted Services (list each item separately)

Line item	Calculation	Requested	In-Kind	Total
Total for contracted services:				

03 - Supplies and Materials (list each item separately)

Line item	Calculation	Requested	In-Kind	Total
Total for supplies and materials:				

04 - Other Charges (list each item separately)

Line item	Calculation	Requested	In-Kind	Total
Total for other charges:				

05 - Equipment (list each item separately)

Line item	Calculation	Requested	In-Kind	Total
Total for equipment:				

# Contract No. DLI26-0087R

This Contract is between

**State of Montana**  
**Department of Labor and Industry**  
**(State)**

and

**[Enter Contractor Information].**  
**(Contractor)**

The parties agree as follows:

## 1. GENERAL PURPOSE OF CONTRACT

The general purpose of this Contract is to provide Montana-Based Educator Preparedness Provider (EPP) Teacher Licensure.

## 2. SERVICES AND/OR SUPPLIES

Contractor shall provide State the following [insert a detailed description of the supplies, services, etc., to be provided to correspond to the requirements specified in the Scope of Project as listed in the solicitation].

## 3. CONTRACT TERM

### 3.1. Initial Term

The initial term is for a period of [enter initial term] years. The effective date is [upon final signature or enter Begin Date], and the termination date is [enter End Date], unless terminated earlier or extended in accordance with this Contract.

### 3.2. Contract Renewal

State may renew this Contract for one-year intervals or any interval that is advantageous to State. This Contract, including any renewals, may not exceed the total duration specified in Section 3.3-Total Duration of Contract.

### 3.3. Total Duration of Contract

This Contract, including renewals, may not exceed a total of 7 years (18-4-313, MCA).

[Enter Contract Name]

Contract Number: [Enter Contract Number]

Page 1 of 4

## 4. PROCUREMENT

<input checked="" type="checkbox"/>	Request for Proposal #DLI-RFP-2026-0089R	<input type="checkbox"/>	Invitation for Bid
<input type="checkbox"/>	Cooperative Contract	<input type="checkbox"/>	Sole Source
<input type="checkbox"/>	Limited Solicitation		

## 5. CONTRACT MANAGERS AND NOTICES

### 5.1. Contract Managers

State's Contract Manager identified below is State's single point of contact and shall perform all contract management under 2-17-512, MCA, on State's behalf. The listed Contract Managers serve as primary contacts between the parties regarding compliance with or other issues arising under this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the appropriate Contract Manager.

#### State Contract Manager

(Name)  
(Address)  
(City, State, ZIP)  
(Telephone Number)  
(Cell Number)  
(E-mail address)

#### Contractor's Contract Manager

(Name)  
(Address)  
(City, State, ZIP)  
(Telephone Number)  
(Cell Number)  
(E-mail address)

A party may change its Contract Manager's information listed in this section by providing notice to the other party's Contract Manager.

### 5.2. Notice

Any notices or communications required or permitted to be given by this Contract must be provided in writing to the recipient in the manner required by this Contract in one of the following ways: personal delivery; prepaid, certified mail; overnight courier; or electronic mail.

### 5.3. Receipt of Notice

Notice is deemed given on the day it is personally delivered or delivered by overnight courier or on the day the recipient confirmed receipt if delivered by certified mail. If notice is provided by email, notice is deemed given on the date the email was sent. If the sender receives a message that delivery was unsuccessful, the sender must use another means of notice allowed by Section 5.2-Notice.

[Enter Contract Name]

Contract Number: [Enter Contract Number]

Page 2 of 4

## **6. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

### **6.1. Contract**

The following are incorporated by reference into this Contract.

1. This Contract
2. Exhibit A: State Terms and Conditions
3. Exhibit B: Federal Terms and Conditions
4. Exhibit D: Statement of Work
5. Request for Proposal
6. Response to Request for Proposal

### **6.2. Order of Precedence**

The documents referenced in Section 6.1-Contract will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Only those Contractor terms and conditions that are expressly accepted by the State and included in this Contract or that are listed as an Exhibit or Attachment in Section **6.1** will apply to this Contract.

### **6.3. Entire Agreement**

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

(The remainder of this page is intentionally left blank.)

[Enter Contract Name]

Contract Number: [Enter Contract Number]

Page 3 of 4

## 7. SIGNATURES

The parties through their authorized agents signed this Contract on the dates set out below.

**STATE OF MONTANA**  
**Department of Labor and Industry**  
**100 N Park Ave**  
**Helena, MT 59601**

By: \_\_\_\_\_  
(Insert Name)  
(Insert Title)

Date: \_\_\_\_\_

(Insert Contractor's Name)  
(Insert Address)  
(Insert City, State, Zip)

By: \_\_\_\_\_  
(Insert Name)  
(Insert Title)  
(Optional: Insert email)

Date: \_\_\_\_\_

The persons who have signed above this line are authorized to bind their respective parties.

---

**Approved as to Legal Content for the State**

By: \_\_\_\_\_  
Attorney  
Date: \_\_\_\_\_

**Approved as to Form for the State**

By: \_\_\_\_\_  
Procurement Officer  
Date: \_\_\_\_\_

[Enter Contract Name]

Contract Number: [Enter Contract Number]

Page 4 of 4

## EXHIBIT A – STATE TERMS AND CONDITIONS

The following terms and conditions govern this Contract.

### 1. STANDARDS AND WARRANTIES

#### 1.1 Standard of Care

Contractor shall perform (or cause to be performed) its duties in this Contract in a competent manner.

### 2. Warranty of Services

Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

### 3. CONSIDERATION, PAYMENT, AND TAXES

**Pay Schedule:** State shall pay Contractor as follows: [insert payment schedule].

#### 3.1 U.S. Funds

All prices and payments must be in U.S. dollars.

#### 3.2 Withholding Payments

If Contractor fails to comply with its duties in the Contract, State may, with a 30-day written notice, withhold all or a portion of payment related to Contractor's noncompliance without penalty or work stoppage by Contractor, until Contractor cures its noncompliance and performs to State's satisfaction.

#### 3.3 Payment Terms

3.3.1 Invoices are due the first business day of each month. Contractor shall provide banking information within 10 business days after the [Insert deadline: **Effective Date or date of Contract execution**] to facilitate State's electronic funds transfer payment of fees.

3.3.2 All payment terms are computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. State is allowed 30 days to pay such invoices. All contractors are required to provide

banking information at the time of Contract execution in order to facilitate State electronic funds transfer payments.

### **3.4 Reference to Contract**

The contract number must appear on all invoices, packing lists, packages and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay.

### **3.5 Taxes**

Contractor shall pay all property and sales taxes, if any.

## **4. RECORD ACCESS AND RETENTION**

### **4.1 Access to Records**

Contractor shall provide State, Legislative Auditor, or its authorized agents access to any records necessary to audit for Contract compliance. State may terminate this Contract, without incurring liability, for Contractor's refusal to allow access. (18-1-118, MCA.)

### **4.2 Retention Period**

Contractor shall retain all records related to this Contract for 6 years following the termination or expiration of this Contract.

## **5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

### **5.1 Consent Required to Assign, Transfer or Subcontract**

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA.) Any assignment, transfer, or subcontracting of Contractor's rights or duties does not relieve Contractor from compliance with its duties in this Contract.

### **5.2 Contractor Responsible for Subcontractors**

Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by Contractor and any subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

## **6. COMPLIANCE WITH LAWS**

### **6.1 Contractor Lawful**

In performing its duties in this Contract, Contractor shall comply with all applicable

[Enter Contract Name] Exhibit A: Page 2 of 9  
Contract Number: [Enter Contract Number]

federal, state, and local laws, rules, regulations, ordinances, and executive orders.

## **6.2 Contractor is Employer**

Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act (P.L. 111-148, 124 Stat. 119).

## **6.3 Nondiscriminatory Practices**

In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees:

- 6.3.1 the hiring of persons to fulfill Contractor's duties in this Contract will be made based on merit and qualifications;
- 6.3.2 there will be no discrimination based on race, color, sex, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or conditions, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract;
- 6.3.3 Contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor shall not discriminate during the term of this contract against a firearm entity or firearm trade association. This section shall be construed in accordance with 30-20-301, MCA; and
- 6.3.4 any subcontracting is subject to this section.

## **7. CHOICE OF LAW, VENUE, AND SOVEREIGNTY**

This Contract will be governed and interpreted according to Montana law. The parties agree that any litigation concerning this Contract will be brought only in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise stated in this Contract. Nothing in this Contract will be construed as a waiver by State of its sovereignty or governmental immunity.

## **8. DEFENSE AND INDEMNIFICATION / HOLD HARMLESS**

### **8.1 Indemnities by Contractor**

Contractor, at its sole cost and expense, shall defend, indemnify and hold harmless State, the contracting agency, and their officers, officials, directors, agents, employees, volunteers, successors, assignees, or designees from any and all liability, actions, claims, demands, causes of actions, judgments, suits, settlements,

penalties, and fines (Claims), and all related costs, court costs, attorney fees, expert fees, and other expenses, arising out of, resulting from, or related to:

- 8.1.1 Any acts or omissions of Contractor, or its employees, subcontractors, assignees, or third-party provider in or in connection with the execution or performance of the Contract and any statement of work or purchase order issued under the Contract, except when the sole negligence is that of State;
- 8.1.2 Any and all third-party Claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in or in connection with the execution or performance of the Contract and any statement of work or purchase orders issued under the Contract; and
- 8.1.3 Tax liability, unemployment insurance, workers' compensation, or expectations of benefits owed by Contractor, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any statement of work or purchase orders issued under the Contract.

## **8.2 Coordination of Defense**

State shall give Contractor prompt notice of any Claim, and at Contractor's expense, State shall cooperate in the defense of the Claim. Contractor acknowledges that under Montana law, the Montana Attorney General may participate in an action involving State.

## **8.3 State Reimbursement**

If Contractor fails to comply with its defense obligations under this section, State may undertake its own defense. If State undertakes its own defense, Contractor shall reimburse State for all costs to State resulting from: (A) settlements, judgments, losses, damages, liabilities, and penalties, fines; and (B) defense of any Claim, including but not limited to attorney fees, court costs, and the costs of investigation, discovery, and experts.

# **9. REQUIRED INSURANCE**

## **9.1 General Insurance Requirements**

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance protecting State, its elected and appointed officials, agents, and employees against claims for bodily injury, death, personal injury, property damage, and contractual liability, which may arise from or in connection with the negligence of Contractor, its employees, agents, representatives, assigns, or subcontractors. This insurance must include coverage of claims that may be caused by a negligent act or omission. If Contractor maintains higher limits than the minimums required in this Contract, State is entitled to coverage up to the higher limits maintained by

Contractor.

## **9.2 Primary Insurance**

All insurance maintained by Contractor, or any subcontractor as required by this Contract will be primary insurance for Contractor's negligence for State, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers will be in excess of Contractor's insurance and will not contribute to it.

## **9.3 Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer will reduce or eliminate such deductibles or self-insured retentions for State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor will procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

## **9.4 Certificate of Insurance/Endorsements**

State requires Contractor to provide a certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages. Certificates shall be submitted to the State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135. The certificate must name the State of Montana as a certificate holder and Contractor shall provide copies of additional insured endorsements to State. Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, or changes in status of policy. State reserves the right to require complete copies of insurance policies at all times.

## **9.5 Commercial General Liability**

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its employees, officers, officials, agents, representatives, assigns, or subcontractors.

Contractor grants to State a waiver of any right to subrogation that any insurer of Contractor may acquire against State by virtue of the payment of any loss under insurance. Contractor shall obtain any endorsement that may be necessary waive subrogation, and this provision applies regardless of whether State has received a waiver of subrogation endorsement from Contractor's insurer.

State, its employees, officers, officials, agents, and volunteers are to be covered

and listed as additional insured for liability arising out of services performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such services.

## **9.6 Compliance With Workers' Compensation Act**

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405 and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Services Division, P.O. Box 200135, Helena, MT 59620-0135

# **10. CONTRACT TERMINATION**

## **10.1 Termination for Cause with Notice to Cure Requirement**

Either party may terminate this Contract for the other's failure to perform any of its duties under this Contract after giving written notice of the failure to the other. This written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within a specified period, the termination is effective at the end of the specified period.

## **10.2 Termination for Convenience**

State may by written notice to Contractor terminate this Contract without cause and without incurring liability to Contractor. State shall give notice of termination to Contractor at least 30 days before the effective date of termination. State will pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State is not liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special or consequential damages such as lost profits or revenues.

## **10.3 Reduction of Funding**

State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313 (4), MCA.) If State or federal government funds are not appropriated or otherwise made available through State's budgeting process to support continued performance of this Contract (whether at an initial payment level or any increases to that level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination will take effect. State is liable to Contractor only for the

payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State is not liable to Contractor for any other payments or damages arising from termination, including but not limited to general, special, or consequential damages such as lost profits or revenues.

#### **10.4 Terrorism, Suspension, or Debarment, or Otherwise Ineligible**

State has the absolute right to terminate the Contract, with 3 days written notice, and without recourse in the following circumstances:

- 10.4.1 Contractor is listed on the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control;
- 10.4.2 Contractor is suspended or debarred from doing business with the federal government as listed in the System for Award Management maintained by the General Services Administration;
- 10.4.3 Contractor violates a state or federal law or local ordinance applicable to Contractor's duties in this Contract;
- 10.4.4 Contractor is the subject of voluntary or involuntary bankruptcy or receivership proceedings; or
- 10.4.5 Contractor is found to be ineligible to hold the Contract under the laws of State.

### **11. TRANSITION ASSISTANCE**

#### **11.1 Transfer of Duties**

Upon Contract termination or nonrenewal at the end of the term, Contractor shall work cooperatively with its successor, State or third party to facilitate an orderly transfer of Contractor's duties and obligations.

#### **11.2 Transfer Period**

Contractor shall assist State with the transfer or its duties for a [choose either: reasonable, mutually agreed OR 1- year] transition period follow termination or expiration of this Contract.

#### **11.3 Payment**

Unless the parties agree to a flat transition assistance fee, State shall pay for any resources utilized in performing transition assistance at the most current Contract rate. This is State's sole obligation to Contractor for transition assistance.

## **11.4 Records**

Upon request and at no cost to State, Contractor shall deliver to State copies of procedures, processes, data files, and other work product developed by Contractor to support delivery of services under this Contract. Documentation must be provided in the format requested by State (hard copy or electronic).

## **11.5 Offset of Costs**

If State terminates this Contract for breach, State may offset the cost of Contractor's transition assistance with any amounts paid by State to mitigate damages resulting from Contractor's breach.

# **12. FORCE MAJEURE**

Neither party will be liable for any failure or delay in performing its duties in this Contract due to a Force Majeure Event. "Force Majeure Event" includes events or circumstances that prevent or delay a party's performance and that are beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. A Force Majeure Event does not include labor unrest, price increases, or changes in general economic conditions. If a Force Majeure Event continues for 30 days, the nonbreaching party may terminate this Contract or suspend payment while the event continues.

# **13. WAIVER**

State's failure to complain of any act or omission on the part of Contractor, no matter how long the same may continue, may not be deemed to be a waiver by State of any of its rights hereunder. No waiver by State of satisfaction of condition or nonperformance of an obligation under this Contract will be effective unless it is in writing and signed by State's authorized representative.

# **14. CONTRACT MANAGEMENT**

At no additional cost to State, Contractor shall meet with State representatives to resolve technical or Contract problems occurring during the Contract term to discuss the progress made by Contractor and State in compliance with their respective obligations. State may request the meetings as problems arise, and State will coordinate the meetings. State shall provide Contractor prior notice of meeting date, time, and location.

# **15. SEVERABILITY**

A declaration by a court or any other binding legal source that any provision of this Contract is illegal, and void will not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

# **16. COOPERATIVE PURCHASING**

[Enter Contract Name] Exhibit A: Page 8 of 9  
Contract Number: [Enter Contract Number]

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects in writing to State Procurement Services Division prior to the award of this Contract, the prices, terms and conditions of this Contract will be offered to these public procurement units. State Procurement Services Division does not guarantee any public procurement unit participation in this Contract.

## **17. AUTHORITY**

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**Exhibit B**  
**Federal Terms and Conditions**  
**(Non-Construction)**

**NOTE: NO EXCEPTIONS TO THE LISTED FEDERAL TERMS AND CONDITIONS WILL BE  
CONSIDERED. STATE IS NOT PERMITTED TO ALTER THESE TERMS AND CONDITIONS  
THROUGH OUR FEDERAL PARTNER.**

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or by accepting a contract, Contractor agrees and acknowledges State has received a Federal Award for this Contract and therefore the following Federal Terms and Conditions apply along with all other provisions that are specific and applicable to this solicitation or contract.**

**1. Breach, Default, Termination**

State reserves the right to pursue all available legal, administrative, contractual or equitable remedies in the event of Contractor's breach of contract or violation of any term of this Contract, including all Attachments and Exhibits. State maintains the right to terminate this Contract and retains all rights and remedies against Contractor. State shall also have the right to terminate this Contract in the manner prescribed in this Contract, including the right to terminate upon the reduction or elimination of Federal funding for the purpose of this Contract.

**2. Nondiscrimination**

Contractor agrees that no person shall be denied benefits of or otherwise be subjected to discrimination in connection with Contractor's performance under this Contract, on the ground of race, religion, color, national origin, sex or disability. Accordingly and to the extent applicable, Contractor shall comply with the following:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d, *et seq.*), as implemented by Department of Defense (DOD) regulations at 32 CFR part 195.
- b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 USC 1681, *et seq.*), as implemented by DOD regulations at 32 CFR part 196.
- d. On the basis of age, in the Age Discrimination Act of 1975 (42 USC Section 6101, *et seq.*), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- e. On the basis of disability, in Sections 504 and 508 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
- f. Equal Employment Opportunity: Except as otherwise provided in 41 CFR Part 60, all "federally assisted construction contracts," as defined in 41 CFR Part

[Enter Contract Number]

[Enter Contract Name]

Exhibit C Page 1 of **xx**

60-1.3 are subject to the Equal Opportunity clause contained in 41 CFR 60-1.4(b), incorporated by reference. Furthermore, the Equal Opportunity clause contained in 41 CFR 60-1.4(b) applies to all nonexempt subcontracts entered into by Contractor under this Contract, and Contractor agrees to include the Equal Opportunity clause contained in 41 CFR 60(1.4)(b) in all nonexempt subcontracts.

### **3. Equal Employment Opportunity**

Except as otherwise provided in 41 CFR Part 60, all “federally assisted construction contracts,” as defined in 41 CFR Part 60(1.3) are subject to the Equal Opportunity clause contained in 41 CFR 60(1.4)(b), incorporated by reference. Furthermore, the Equal Opportunity clause contained in 41 CFR 60(1.4)(b) applies to all nonexempt subcontracts entered into by Contractor under this Contract, and Contractor agrees to include the Equal Opportunity clause contained in 41 CFR 60(1.4)(b) in all nonexempt subcontracts.

### **4. Davis-Bacon Act, as amended (40 USC 3141-3148)**

Where applicable, all prime construction contracts in excess of \$2,000 shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, Contractor must pay wages to laborers and mechanics at a rate not less than prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once per week. If the Davis-Bacon Act applies, this Contract is conditioned upon the acceptance of the wage determination. State will report to the Federal Awarding Agency all suspected or reported violations of the Davis-Bacon Act.

### **5. Lobbying**

Contractor shall not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the DOD (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 USC 1352) is incorporated by reference and the parties to this Contract agree to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

## **6. Drug-Free Work Place**

Contractor shall comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC 701, *et seq.*)

## **7. Environmental Protection**

a. Contractor agrees that its performance under this Contract shall comply with:

- 1) Section 114 of the Clean Air Act (42 USC Section 7414);
- 2) Section 308 of the Federal Water Pollution Control Act (33 USC Section 1318), that specifies inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued therein;
- 3) The Resources Conservation and Recovery Act (RCRA);
- 4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- 5) The National Environmental Policy Act (NEPA);
- 6) The Solid Waste Disposal Act (SWDA); and
- 7) The applicable provisions of the Clean Air Act (42 USC 7401, *et seq.*) and Clean Water Act (33 USC 1251, *et seq.*) as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31.

b. In accordance with the EPA rules, Contractor shall identify to State any impact this Contract may have on:

- 1) The quality of the human environment and provide help the Agency may need to comply with the NEPA (42 USC 4321, *et seq.*), and to Preparing Environment Impact Statements or other required environmental documentation. In such cases, Contractor shall take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until State provides written notification of compliance with the environmental impact analysis process.
- 2) Flood-prone areas, and provide assistance when State may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 USC 4001, *et seq.*), which require flood insurance, when available, for federally assisted construction or acquisitions in flood-prone areas.
- 3) Coastal zones, and provide assistance when State may need to comply with the Coastal Zone Management Act of 1972 (16 USC 1451, *et seq.*), concerning protection of US coastal resources.

- 4) Coastal barriers, and provide assistance when State may need to comply with the Coastal Barriers Resource Act (16 USC 3501, *et seq.*), concerning preservation of barrier resources.
- 5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide assistance when State may need to comply with the Wild and Scenic Rivers Act of 1968 (16 USC 1271, *et seq.*).
- 6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide assistance when State may need to comply with the Safe Drinking Water Act (42 USC 300H-3).

## **8. Use of United States Flag Vessels/Cargo Preference**

Contactor agrees that travel under this Contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 USC 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Contactor agrees that it will comply with the Cargo Preference Act of 1954 (46 USC Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

## **9. Debarment and Suspension**

Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Contractor agrees to comply with the DOD implementation of 2 CFR part 180 (at 2 CFR 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify (sub)contractor eligibility to receive contracts and subcontracts resulting from this Contract. Contractor shall not solicit offers from, nor award contracts to contractor or vendors listed in EPLS. This verification shall be documented in Contractor's contract files and shall be subject to audit by Federal and State auditing.

## **10. Domestic preference for procurements (2 CFR 200.322)**

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products

[Enter Contract Number]

[Enter Contract Name]

Exhibit C Page 4 of **xx**

such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**11. Build America, Buy America (P.L. 117-58 sections 70911-70917)**

When using Federal funds for the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure in the United States, Contractor is subject to the Buy America Sourcing requirements under the Build America, Buy America Provisions of the Infrastructure Investment and Jobs Act. These sourcing requirements require that all iron, steel, manufactured products, and construction materials used in Federally funded infrastructure projects must be produced in the United States. Noncompliant purchases must not be made until a waiver is obtained from the Federal funding agency.

**12. Uniform Relocation Assistance and Real Property Acquisition Policies**

Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601, *et seq.*), and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**13. Copeland "Anti-Kickback" Act**

Where applicable, Contractor with all prime construction contracts over \$2,000 agrees to comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As applied to this Contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. State will report to the Federal Awarding Agency any suspected or reported violations of the Copeland "Anti-Kickback" Act.

**14. Contract Work Hours and Safety Standards Act**

Where applicable, all contracts over \$100,000 which involve the use of mechanics or laborers shall comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this Contract, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this Contract shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay. The requirements of 40 USC 3704 apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open

[Enter Contract Number]

[Enter Contract Name]

Exhibit C Page 5 of **xx**

market, or contracts for transportation or transmission of intelligence.

**15. Rights to Inventions Made Under a Contract or Agreement**

Any discovery or invention that arises during performance of the Contract shall be reported to the non-Federal entity. Contractor 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 State.

**16. Clean Air Act and Federal Water Pollution Control Act**

Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671(q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to State who in turn will report to the Federal awarding agency and the EPA Regional Office.

**17. Federal Water Pollution Control Act (33 USC 1251-1387), as amended**

For Contracts and subgrants over \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 USC 1251-1387). State will report violations to the Federal Awarding Agency and the EPA Regional Office.

**18. Energy Policy and Conservation Act (42 USC 6201)**

Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

**19. Byrd Anti-Lobbying Amendment**

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

**20. System For Award Management and Unique Entity Identification Number**

Contractor shall comply with the System for Award Management (Sam.gov) maintained by the General Services Administration. Contractor shall provide a Unique Entity Identification Number assigned to it.

**21. Procurement of Recovered Materials**

Contractor must comply with Section 6002 of the Solid Waste Disposal Act, 42 USC 6901-6992k, as amended by the Resource Conservation and Recovery Act. The

[Enter Contract Number]

[Enter Contract Name]

Exhibit C Page 6 of xx

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.

**22. Never contract with the enemy (2 CFR 200.215)**

Contractor is subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

**23. 2 CFR 200.326, Appendix II, Required Contract Clauses**

2 CFR 200.326, Appendix II, Required Contract Clauses are incorporated by reference as if set forth in full text and are made part of this Contract as applicable. Contractor shall comply with all applicable contract clauses and provide the same clauses in any subcontracts or purchase orders issued in support of this Contract with State.

**24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this Contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, Section 889.

The National Defense Authorization Act of 2019 (Section 889) requires federal government purchase cardholders to obtain assurance from merchants that merchants are not using telecommunications equipment, systems, or services produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of these companies); or video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The merchant assurance is provided as a "representation" signed by the merchant's authorized representative.