



REQUEST FOR PROPOSAL
COOPERATIVE AGREEMENT FOR EMERGENCY COMMUNICATIONS SOFTWARE
Solicitation RFP #CCSD-ECS041825

Proposals Due: 2:00PM Friday, April 18, 2025 MDT

This Request for Proposals (RFP), having been determined to be the appropriate procurement method to provide the best value to the following Districts/Schools in Cache Valley: **Cache County School District (CCSD or District), Logan City School District, Bear River Charter School, Center for Creativity Innovation and Discovery, Fast Forward Charter High School, In-Tech Collegiate High School, Thomas Edison Charter School North, Thomas Edison Charter School South.** Hereafter, these individual schools and districts may be referred to as the 'Group.' The RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

No contact is to be had with any of the Groups' employees or Boards of Education members during the RFP process through contract award regarding the RFP. Contact is to be made through the CCSD Purchasing Department only.

This RFP is issued in accordance with State of Utah Procurement Code, Utah Code Annotated (UCA) Chapter 63G-6a, and applicable Rules found in the Utah Administrative Code (UAC). If any provision of this RFP conflicts with the UCA or UAC, the UCA or UAC will take precedence.

Any of the participating parties of the Group will not be liable for any costs proposers may incur in the preparation or presentation of this proposal

I. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to enter into a Cooperative Contract with a qualified contractor to provide a unified Emergency Communications Software platform for all schools and districts in this collaborative Group in Cache Valley.

The resulting purchase is funded in full or in part by Federal funding.

II. BACKGROUND

Cache County School district is a large public school district in the State of Utah. Cache County is 50 miles in length and 20 miles in width, with schools spread across the entire county. CCSD currently employs approximately 4,300 employees across 25 schools and 3 district office locations, with 3 new schools in construction. All employees would need access to the app on their desktop and cellular devices; however, only classroom instructions will need a panic button device. We have a total of 1,300 classrooms.

Logan City School District (LCSD) is a public school district in the State of Utah. LCSD currently employs approximately 400 full-time and 450 part-time employees. The district operates 11 schools, including 1 high school, 1 middle school, 6 elementary schools, an early childhood center and a special education preschool. All employees would need access to the app on their desktop and cellular devices; however, only classroom instructors will need a panic button device. We have a total of 300 classrooms.

Bear River Charter School is a K-6 charter school in Logan Utah. It is one building that holds up to 240 students. The needs would be for up to 16 classrooms and about 35 employees. All employees would need access to the app and all classrooms would need the panic button device.

The Center for Creativity, Innovation, and Discovery is a K-8 public charter school located in Providence, Utah. CCID has 350 students from Logan City, Cache, Box Elder and Rich counties. CCID has 73 employees and 13 classrooms with 21 instructors all in one building. All employees would need access to the app on their desktop and cellular devices. Classroom instructors would need a panic button device.

Fast Forward Charter High School is a public 9-12 charter high school located in Logan, Utah. Fast Forward employs 40 staff members with 22 instructional spaces, and several offices and support rapport rooms. Recently 2 portable classrooms have been added to our school campus to house our increasing student population. Our total population averages at about 440 students that are on campus daily.

InTech Collegiate Academy is a Utah public school district. InTech students come from across Cache County. InTech currently has 18 employees on a single campus. InTech currently has 16 classrooms or instructional spaces. All employees would need access to the app on their desktop and cellular devices. All instructional spaces will also need to have a panic button.

Thomas Edison Charter School North is located in North Logan of Cache County. TECS North currently employs approximately 80 employees. All employees would need access to the app on their desktop and cellular devices. The app must be able to receive communication from our existing intercom system/software that doubles as our primary emergency response mechanism. The building has approximately 30 educational spaces.

Thomas Edison Charter School South is located in Nibley of Cache County. TECS South currently employs approximately 110 employees. All employees would need access to the app on their desktop and cellular devices. The app must be able to receive communication from our existing intercom system/software that doubles as our primary emergency response mechanism. The building has approximately 50 educational spaces.

III. ISSUING OFFICE AND RFP REFERENCE NUMBER

The Cache County School District's Purchasing Department is the issuing office for this document and all subsequent addenda relating to it, on behalf of CCSD Student Services Emergency Management Department and the "Group". The reference number for the transaction is **Solicitation RFP #CCSD-ECS041825**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

NOTICE: Wherever the term bid, bidder, bidding or quote appears in this solicitation or reference is made to a bid, bidder, bidding, or quote, it shall be interpreted to mean offeror, as defined in Utah Code 63G-6a-103(52), RFP, or Request for Proposals, as defined in Utah Code 63G-6a-103(70) and the procurement shall be conducted subject to the provisions of Utah Code 63G-6a-701-707.5.

IV. LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of one year. The contract may be extended beyond the original contract period year-to-year for up to four (4) additional years at the district's discretion and by mutual agreement.

V. PRICE GUARANTEE PERIOD

All pricing must be guaranteed for a one (1) year period. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the CCSD Purchasing Manager. The Group will be given the immediate benefit of any decrease in the market, or allowable discount.

VI. TERMINATION RIGHTS

Any agreement resulting from this RFP may be terminated, without cause, or for any reason, by CCSD or participating schools/districts (Group) upon ninety (60) days written notice to the Contractor, without prejudice to any other right or remedy the CCSD may have. Failure of the Contractor to adhere to any of the performance requirements of any agreement resulting from this RFP shall be cause for immediate termination. Any agreement resulting from this RFP may be terminated for any reason by the Contractor upon ninety (60) days written notice to CCSD.

Termination for cause may include, but is not limited to, failure to perform services in accordance with contract terms, failure to adhere to established laws, through no fault of the Group. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants or agreements thereof, CCSD may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this contract with such part or parts thereof as to which there has been a default, and may hold the Contractor liable for any damages caused by reason of such default and termination.

VII. STANDARD TERMS AND CONDITIONS

Any contract resulting from this RFP will include but not be limited to CCSD Standard Terms and Conditions (see Attachment A). Exceptions and or additions to the District's Standard Terms and Conditions are strongly discouraged.

Exceptions and additions to the Standard Terms and Conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered.

Website URLs, or information on website URLs must not be requested in the RFP document and must not be submitted with a proposal. URLs provided with a proposal may result in that proposal being rejected as non-responsive. URLs are also prohibited from any language included in the final contract document.

The District retains the right to refuse to negotiate on exceptions should the exceptions be excessive, not in the best interest of the Group, negotiations could result in excessive costs to the state, or could adversely impact existing time constraints.

It shall be understood that only districts/schools listed in the "Group" are eligible under the resulting contract; however, it does not obligate them to make any purchase under the resulting contract districts/schools must have signed a "Participating Addendum" as required by the State of Utah Procurement Code 63G-6a-2105 4(b).

If negotiations are required, the contractor must provide all documents in MS Word format for redline editing. Contractor must provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

VIII. DETAILED SCOPE OF WORK

Required Items

- Needs to be a county-wide licensing and therefore must have the capacity to support the entire county: 40+ Buildings, 5,000+ Employees, 20,000+ Students.
- Capable of integrating with Microsoft ADFS, Google and Clever for rostering and single sign-on (SSO).
- Capable of integration with panic button wearable devices. (Required in schools by HB84, Utah 2024 legislative session, as amended by HB40, 2025 legislative session, and administrative rules. Panic buttons must be on the approved list given by the Department of Public Safety, and the Office of Chief State Security Officer.)
- Mapping feature that shows the floorplan and grounds of the school site.
- Chat feature which allows all groups to monitor pertinent information related to the alert/protocol.
- Sign a Data Privacy Agreement (DPA) upon award of contract and meet all other data privacy requirements as outlined in USBE board rules.
- Solution must operate well on multiple platforms; mobile phone (Android and iPhone), tablet, PC, Chromebook.
- Must have a Dashboard view for different access levels that can be used at the District Emergency Operations Center (EOC) and 911 Dispatch Center that gives live feedback of what is occurring at the school.
- Ability to add external users as needed and permitted by each entity.
- Must be able to assign multiple campuses for staff members who work at multiple sites.
- Capable of removing any “Drill Mode” feature.
- Customizable “Alert/Protocol” buttons that follow the I Love You Guys standard response protocols, and allow for that protocol to be changed during the alert, and that will automatically send messaging out to designated groups depending on the situation.
- Onboarding
 - Install: The contractor shall be responsible for working closely with the Group’s individual Technology Departments and other relevant departments to install the software package on all necessary devices and ensure proper connections to all required systems are in place and working. The vendor shall customize, to the extent possible, the product to the Group’s specifications and needs. At completion of install all systems will be tested at each school and district site.
 - Training: The contractor shall provide initial training on the use and functions of the platform. The group prefers to have an in-person ‘train the trainer’ training for district program administrators; online or virtual training is sufficient for all other staff members.
- Implementation
 - Project implementation to begin by 06/03/2025.
 - Must provide the Group with a proposed implementation project plan outlining processes and an optimal implementation timeline.
 - As the Group implements and goes live with the product countywide, the contractor shall be available to the Group to assist in working out any problems that arise.
- Ongoing Support
 - The contractor shall have the capability of continued support as needed after implementation for the duration of the contract. As the Group learns the full capabilities of the platform, requests for further customizations may occur which should be accommodated by the contractor.

- Quality of integrating with current Student Information Systems (SIS). (Currently Power School and Aspire.)
 - Be able to integrate with the Group's current Student Information System and be capable of showing current classroom rosters to teachers/staff and give them a process to check students as accounted for.
 - Have the functionality to allow teachers/staff to report a student as missing and/or allow teachers/staff to report that they have a missing student with them, and/or report the last known location of a missing student.
 - Ability to sign students out to a guardian during reunification, and notate the individual who picked up the student.
- Quality of integration with PA systems, which will automatically send a verbal message over the PA system when a protocol is activated. PAs in use Rauland TCU, Audio Enhancement, Telecor, Bell Commander and 3CX)
- Quality of additional chat features, such as individual and group chat options, photo uploads.
- Quality of mapping features.
- Quality of integration for wearable panic devices.
- Quality/functionality of the dashboard.
- Ability to look up alerts for other schools in outside entities that are a part of this cooperative RFP, without access to any features that could display student data.
- Capable of integrating with existing camera systems (Milestone, Rhombus, DW Spectrum, Synology, Blue Iris). Please give details on how this is accomplished.
- Must have the capability of easily adding substitute teachers to allow them to use the platform. Substitutes and Assistant Principals must have the ability to check in at various locations daily and be able to be associated with a selected classroom or school as necessary. Please provide a clear description of how this is accomplished.

IX. TECHNICAL PROPOSAL RESPONSE FORMAT TABS 1-5 (150 POSSIBLE POINTS)

CCSD requires all proposals to be submitted in two separate documents. The first document will include responder information and requested qualification criteria as outlined in item A below. The second document will be the Cost Proposal, described in item B below.

Formats for both documents follow:

A. Technical Proposal Format

Nine (9) hard copies are to be labeled tabbed by section

Management, Experience, Qualifications

Tab 1 - Executive Summary - 10 POINTS

A one or two-page executive summary is to briefly describe the vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests must be identified in this section.

Tab 2 - Firm's Team Member Experience - 20 POINTS

- Provide the names, qualifications and credentials, work experience and detail the specific function of individuals who will be assigned to the Group's account.
- Briefly describe your organization and governance structure. Include your experience and qualifications in servicing large groups and carrier alliances. Describe your experiences with school districts. Describe what distinguishes your company from others in the industry.

Tab 3 - Meet District/Group Objectives - 90 POINTS

- Describe how your product meets the required and preferred qualifications listed in section VIII.
 - Specifically describe systems integration for rostering;
 - multiple platform accessibility;
 - intercom and/or other third party integrations; and
 - dashboard view for administration and 911 dispatch center.
- Describe in as much detail as possible all other required and preferred features the solution offers.
- Describe Service Level Agreements (SLA) for critical, medium, and low level issues. Include processes for support requests; phone, chat, email, etc.

Tab 4 - References - 20 POINTS

- Provide at least one reference that has been using the proposed product for a minimum of 2 years, and is a school district or entity of similar complexity to the Group.
 - School district, phone number, business address, the name of a contact person, and the contact person's email address.
- Provide three references from any existing customers.
 - Name, phone number, business address, the name of a contact person, and the contact person's email address.
- Provide a narrative that speaks to your company's financial viability.

Tab 5 - RFP Certification Form & Standard Agreement - 10 POINTS

- Provide a standard contract, including terms and conditions, which your company uses for agreements. Include term requirements such as month- to-month or annual contract as well adhering to any provisions or any other terms and conditions outlined in this RFP.

B. Cost Proposal Format - 40 POINTS

The proposal must be set forth in such a way that it will allow the merits of the proposal to be evaluated in conjunction with applicable cost. In submitting the cost, vendors must use the provided form (see Attachment "C"). Your cost proposal should include all costs associated with the solution to fulfill the required and preferred request, including implementation and training. **Please review the Best and Final Offers section below to ensure you properly submit your cost proposal.**

X. QUESTIONS

All questions, interpretations, or clarifications regarding this solicitation shall be submitted through the third-party bid system, Utah Public Procurement Place (hereafter "U3P"). Answers will be given via U3P.

<https://utah.bonfirehub.com/portal/?tab=openOpportunities> and are subject to the deadline for submitting questions before April 16th, 2025, 3:00PM MDT.

It is the responsibility of each respondent to ensure that its submission includes the information requested in any addenda. If any proposer detects any discrepancy, conflict, omission, or other error in these documents, they shall notify CCSD in writing, through the (U3P) website, and request clarification or modification of the RFP documents. Clarifications, interpretations, and answers will be posted on (U3P) and are considered addenda to the original request. The final date for the issuance of the addenda will be five (5) days prior to the due date of the proposal. Proposers are cautioned not to consider verbal modifications and are responsible for checking back periodically (U3P) for any addenda.

In the event that it becomes necessary for CCSD to revise any part of this RFP, any addenda will be added through (U3P).

No other employee of any of the districts or schools represented in the collaborative group, Board Member, or evaluation committee member should be contacted concerning this RFP during the selection process. Failure to

comply with this requirement may result in disqualification.

XI. SUBMITTING YOUR PROPOSALS - Technical and Cost

Technical proposals must be received by: **Friday, April 18th, 2025, no later than 2:00 pm MDT**. Submissions received after the deadline will be late and ineligible for consideration. The method of submitting your technical proposal is by **sealed envelope**. Please provide nine (9) tabbed hard copies, labeled:

CACHE COUNTY SCHOOL DISTRICT
PURCHASING DEPT-KARMA LEATHAM
TECHNICAL PROPOSAL - Solicitation RFP #CCSD-ECS041825
84 E 2400 N
NORTH LOGAN, UT 84341

Cost Proposals will be evaluated independent from the technical proposal, and as such, is to be submitted separately from the technical proposal by **2:00 pm MDT, Friday, April 18, 2025**. Failure to submit cost separately may result in your proposal being determined non-responsive.

Inclusion of any cost or pricing data within the technical proposal may also result in your proposal being determined non-responsive. The method of submitting a cost proposal is by **sealed envelope**, labeled:

CACHE COUNTY SCHOOL DISTRICT
PURCHASING DEPT-KARMA LEATHAM
COST PROPOSAL- Solicitation RFP #CCSD-ECS041825
84 E 2400 N
NORTH LOGAN, UT 84341

NOTICE: By submitting a proposal in response to this RFP, the offeror is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be protested to the purchasing agent prior to the closing date and time for submission of the proposal.

XII. BEST AND FINAL OFFERS

Vendors should offer their best offer in the original technical and cost proposals. The use of a Best and Final Offer process is regulated by Utah Code 63G-6a-707.5 and will only be used if:

- no single proposal adequately addresses all the specifications stated in the request for proposals;
- all proposals are unclear or deficient in one or more respects;
- all cost proposals exceed the identified budget or the procurement unit's available funding; or
- two or more proposals receive an identical evaluation score that is the highest score.
- all or a significant number of the proposals are ambiguous on a material point and the evaluation committee requires further clarification in order to conduct a fair evaluation of proposals;
- the differences between proposals in one or more material aspects are too slight to allow the evaluation committee to distinguish between proposals;
- all cost proposals are too high or over budget; or
- another reason exists supporting a request for best and final offers, as provided in rules established by the applicable rulemaking authority

It is important to understand this so as not to anticipate that a best and final process will allow for a vendor to "sharpen their pencil" in a subsequent phase.

XIII. PROTECTED INFORMATION

All protected information must be included in this section of proposal response. Do not incorporate protected information throughout the proposal. Rather, provide a reference in the proposal response directing the reader to the specific area of this Protected Information section.

As government entities, CCSD is subject to The Government Records Access and Management Act (GRAMA) , Ann., Subsection 63G-2-305 and cannot guarantee that information provided in a proposal will not be subject to disclosure under GRAMA. If you are claiming confidentiality, you must submit the Claim of Business Confidentiality Form.

An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY” and may be considered non-responsive if marked as such. To ensure the information is protected, you must state and include all protected information in your proposal.

All materials submitted become the property of CCSD and will be maintained by CCSD. Materials may be evaluated by anyone designated by the District as part of the proposal evaluation committee. Materials submitted may be returned only at the District’s option.

IX. DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

Oral Presentation for clarification (If needed) may be conducted by the evaluation committee with responders, via in person or by telephone. If presentations are deemed unnecessary, proposals may be evaluated and ranked without discussions. No scoring will be given.

XV. SHORTLIST

Unless there is a successful offeror based on the initial review of the responses, the evaluation committee will develop a shortlist of the highest scoring offerors based on the stated criteria. To be included on the short list an offeror must have a total score of no less than a three (3) in any of the stated Required criteria and no less than a three in any of the stated Proposal Requirements and Company Qualifications. Vendors with a score lower than a three (3) will not be considered further in the evaluation. The shortlist of offerors may be asked to prepare a presentation and/or provide additional information prior to the final selection.

XVI. AWARD OF CONTRACT

Award shall be made to the offeror whose proposal is the most advantageous to the Group, taking into consideration price and the other evaluation factors set forth in this request for proposals.

CCSD reserves the right to award the contract(s) to a technically qualified lower cost offeror(s) in the event the high scoring offer is determined to not be the best value offered to the Group, based on a cost benefit analysis.

XVII. ANTICIPATED TIMELINE & IMPLEMENTATION ANALYSIS DOCUMENTS

Event	Date
Release RFP	Monday, March 31, 2025
Questions Deadline	Wednesday, April 16, 2025
RFP Due	Friday, April 18, 2025 2:00 MDT
Evaluation Period	April 19, 2025 - May 2, 2025
Oral Presentation (if needed) *please reserve this date*	May 7, 2025 - May 8, 2025
Award of Contract	May 14, 2025
Contract Starting Date	Tuesday, June 3, 2025

Evaluation Process

Evaluation categories are assigned a maximum number of points for evaluation purposes, with a maximum cumulative total of 190 points; **150 Technical points**, **40 Cost points**.

Cost proposals will be retained by CCSD and will be evaluated only after the technical proposals have been evaluated and ranked.

Phase 1: Evaluation: A qualified committee represented by the various groups will evaluate all technical proposals that are timely received in accordance with the technical criteria, (Tabs 1-5) and shortlist guidelines. Proposals that are not responsible, responsive, or do not comply with the minimum requirements of this RFP and the requested submission format will be eliminated from consideration.

Phase 2: Oral Presentation (If Needed) may be conducted by the evaluation committee with responders, via in person or by telephone. If presentations are deemed unnecessary, proposals may be evaluated and ranked without discussions or points.

Phase 3: After evaluation and possible presentations are complete, cost points will be added to each proposer by an independent representative from the CCSD business department.

EVALUATION SCORE SHEET
Solicitation RFP #CCSD-ECS0421825

FIRM NAME: _____

EVALUATOR: _____

DATE: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor- inadequate, fails to meet requirements

2 = Fair, only partially responsive

3 = Average, meets min.requirements

4 = Above Average, exceeds min. requirements

5 = Superior

TAB	CRITERIA	POINTS POSSIBLE	SCORE (0-5)	WEIGHT	TOTAL POINTS
1	Executive Summary: One or two page exec. summary to describe the proposal. Highlight major features of the proposal. Indicate requirements that cannot be met. The reader should be able to determine the essence of the proposal by reading this summary.	10	_____	X2	_____
2	Firm's Team Experience: Names, qualifications, credentials, work experience & detail the specific function of individuals who will be assigned the account. Describe your organization & governing structure. Experience with large groups and school districts. What sets you apart from others.	20	_____	X4	_____
3	Meet Group Objectives:				
	SIS Integration	10	_____	X2	_____
	PA Integration	10	_____	X2	_____
	Chat Features	10	_____	X2	_____
	Mapping Features	10	_____	X2	_____
	Wearable Panic Device Integration	10	_____	X2	_____
	Dashboard Quality and Functionality	10			
	Access for Outside School Entities	10			
	Camera System Integration	10			
4	Substitute Teacher Access, and Variable Location Designation	10			
	References: Minimum of four (4). If possible, these should be of similar school districts or comparable groups.	20	_____	X4	_____
5	RFP Certification Form - Attachment B	5	_____	X1	_____
	Standard Agreement: Provide standard contract, including Terms & Conditions which your company uses for standard school agreements.	5	_____	X1	_____

	Total Maximum Technical Score (Tabs 1-5)	150			_____
	Cost Proposal Score (independently scored)	40			<u> N/A </u>

**CACHE COUNTY SCHOOL DISTRICT STANDARD TERMS AND CONDITIONS
ATTACHMENT A**

1. **DEFINITIONS:** The following definitions apply: (a) “CCSD” – Cache County School District; (b) “PO” – Purchase Order/Contract; (c) “Seller” – Supplier, Vendor or Contractor – the legal person authorized to bind the company contracting with the Buyer and universally used throughout this document; (d) “Buyer” – CCSD authorized Purchasing Agent.
2. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6a-101, et seq, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33) or CCSD Purchasing Policy DBJ in accordance with the laws of the State of Utah, and related statutes which permit CCSD to purchase certain specified services, and other approved purchases for CCSD.
3. **CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Logan City, in the First Judicial District Court in Cache County.
4. **LAWS AND REGULATIONS:** The Seller and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
5. **BACKGROUND CHECK:** All persons who will be placed in direct contact with students may be subject to the requirements set forth in Utah Code 53A-3-410. Where applicable, access to CCSD property may be granted to Seller’s employees only after appropriately cleared by the Board of Education. All costs associated for clearance of Seller’s personnel shall be included in the Seller’s pricing.
6. **ACCEPTANCE:** PO acceptance constitutes the entire agreement. This order constitutes Buyer’s offer and may be accepted by Seller (or Contractor where applicable) only in accordance with the terms hereof. No agreement or understanding varying or extending the terms or conditions of the PO, including but not limited to Seller provided terms and conditions included within a quote or proposal, will be binding unless in writing and agreed to and signed by an authorized CCSD Buyer. This PO may be accepted by Seller by written acknowledgment, commencement of work, shipment of goods or furnishing of services. No addition, oral agreement or any instructions, terms and conditions that may be contained in any acknowledgement of this PO shall be binding upon CCSD, if in conflict with CCSD terms and conditions, unless authorized in writing by the CCSD Buyer.
7. **RENEGOTIATION OR MODIFICATIONS:** Buyer shall have the right at any time, by written notice to Seller, to make changes or suspend performance, in whole or in part to this PO. Seller shall proceed to perform as changed. If change causes an increase or decrease in the cost or time of performance of this PO, Seller shall notify Buyer immediately and negotiate an adjustment. Any claim by the Contractor for adjustment must be asserted in writing within thirty (30) days from the date of receipt by the Seller of the notification of change.
8. **SHIPPING:** Buyer reserves the right to route all shipments. Delays in shipment shall be reported immediately by Seller to Buyer. Every package, bill of lading, shipping memorandum and invoice must be marked with CCSD’s PO number. All shipments will include an itemized packing slip of each package’s content.
9. **DELIVERY/TITLE:** Unless otherwise agreed, delivery shall be F.O.B. Destination and title shall pass to CCSD upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by CCSD shall be the responsibility of Seller. Deliveries will be made even in the event of a strike at Seller’s location, unless otherwise authorized by CCSD Buyer. If the Seller fails to deliver in accordance with the schedule, Buyer will be entitled to either a price reduction for late deliveries or the right to terminate the PO for default in performance of this PO, Seller will immediately notify the Buyer in writing of the reasons for the delay and what action is being taken to minimize the delay.
10. **INSPECTION:** All work and/or supplies on this PO are subject to inspection and testing by an authorized CCSD employee at times and places determined by CCSD. If CCSD finds the goods to be incomplete, nonconforming or damaged, CCSD may reject the supplies and require Seller to correct them with no additional charges. If the Seller refuses to correct such goods, within a reasonable time, the Buyer may cancel the order in whole or in part.
11. **HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA:** Seller will provide one set of the appropriate Material Safety Data Sheet and container label upon delivery of hazardous material to CCSD.
12. **INDEMNITY CLAUSE:** The Seller agrees to release, protect, indemnify and hold CCSD’s officers directors, representatives and its employees harmless from and against any damage, cost or liability, including reasonable attorney’s fees for any and all injuries to persons, damage to property or claims for money for damages arising from any and all supplies,

services, equipment, and construction furnished under this contract, as well as acts or omissions of the Seller, Seller's employees, subcontractors, representatives or volunteers.

13. **INSURANCE FOR WORK PERFORMED ON CCSD PROPERTIES:** If Seller, its agents, and/or employees are required to perform this PO or any part of this PO on CCSD premises, Seller shall provide insurance coverage as follows:

- a. Worker's Compensation Insurance or qualification as a self-insurer to satisfy the laws of the State of Utah.
- b. Employee's liability insurance for Bodily Injury per accident limits not less than \$1,000,000 per occurrence.
- c. Comprehensive General Liability \$2,000,000 combined single limit any one occurrence and shall include coverage for bodily injury and property damage.
- d. Comprehensive Automobile Liability Insurance \$1,000,000 (owned and hired vehicles) combined single limit per occurrence for personal injury and property damage.
- e. Umbrella or Excess Liability Coverage \$5,000,000.

The above policies shall include CCSD as additional insured for claims caused in whole or in part by the Seller's negligent acts or omissions during the Seller's operations or performance on this contract.

Seller shall provide thirty (30) days advance written notice of changes in or cancellation of any such insurance. Sellers will be required to furnish a Certificate of Insurance prior to the commencement of work. Failure to maintain insurance during the performance of this PO shall cause the Seller to be in default under this PO.

14. **CONFLICT OF INTEREST:** Seller represents that none of its officers or employees are officers or employees of CCSD, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended. Further, Seller certifies that it has not offered or given any gift or compensation prohibited by 67-16-5, U.C.A., 1953, as amended, or any other state or federal law, to any officer or employee of CCSD to secure favorable treatment with respect to being awarded this PO.

15. **SELLER, AN INDEPENDENT SELLER:** The Seller shall be an independent Seller, and as such, shall have no authorization, express or implied, to bind CCSD to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for CCSD, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Seller by CCSD. The Seller shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from CCSD for these contract services. Persons employed by CCSD and acting under the direction of CCSD shall not be deemed to be employees or agents of the Seller.

16. **SELLERS COMPLIANCE WITH APPLICABLE EMPLOYMENT PRACTICES AND LAWS:** CCSD will not have any responsibility to ensure or enforce any employment practices or laws with respect to Seller's employees, agents or contractors. Seller warrants and certifies that it abides by the provisions of the Utah AntiDiscrimination Act, Title 34 Chapter 35, U.C.A., 1953 as amended, and Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90, which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disabilities. Also, the Seller agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Sellers must include this provision in every subcontract or PO relating to purchases made by CCSD to ensure that the subcontractors and suppliers are bound by this provision.

17. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
18. **DEBARMENT:** The Seller certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Seller cannot certify this statement, attach a written explanation for review by CCSD. The Seller must notify CCSD Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

19. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
20. **DEFAULT AND REMEDIES:** Any of the following will constitute cause for CCSD to declare the Seller in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term of condition of the PO. CCSD will issue a written notice of default providing a specified period of time for Seller to cure. If the default remains, CCSD may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate the PO and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Seller from receiving future bid/proposal solicitations.
21. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CCSD may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
22. **NON APPROPRIATION OF FUNDS:** The Seller acknowledges that CCSD cannot contract for the payment of funds not yet appropriated by the Board of Education. If funding to CCSD is reduced due to an order by the Board of Education, or is required by State law, or if federal funding (when applicable) is not provided or reduced, CCSD may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from CCSD upon 30 days written notice. In the case that funds are not appropriated or are reduced, CCSD will reimburse Seller for products delivered or services performed through the date of cancellation or reduction, and CCSD will not be liable for any future commitments, penalties, or liquidated damages.
23. **SALES TAX EXEMPTION:** Prices will be exclusive of state sales, use and federal excise taxes. CCSD's sales and use tax exemption number is 12286526-010-STC. The tangible personal property or services being purchases are being paid from CCSD funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
24. **WARRANTY:** The Seller agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to CCSD under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Seller (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Seller warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that CCSD has relied on the Seller's skill or judgment to consider when it advised CCSD about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which CCSD has not been warned. Remedies available to CCSD include the following: The Seller will repair or replace (at no charge to CCSD) the product whose nonconformance is discovered and made known to the Seller in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Seller will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies CCSD may otherwise have under this contract.
25. **PUBLIC INFORMATION:** Seller agrees that the contract, related sales orders, and invoices will be public documents, and may be available for distribution. Seller gives CCSD express permission to make copies of the contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified pursuant to Subsection 63G-2-309(1) in writing under the business confidentiality exception under Subsection 63G-2-305 (1) and/or (2) or another exception and expressly approved by CCSD Department of Purchasing, Seller also agrees that the Seller's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
26. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Seller will promptly submit invoices to CCSD within thirty (30) days of shipment or delivery of goods/services. CCSD contract number and/or the agency PO number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by CCSD will be those prices listed in the contract. CCSD has the right to adjust or return any invoice reflecting incorrect pricing.

27. **PAYMENT:** Payments are normally made within thirty (30) days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Seller will be remitted by mail unless paid by CCSD Purchasing Card (major credit card).
28. **PATENTS, COPYRIGHTS, ETC.:** The Seller will release, indemnify and hold CCSD, its officers, agents and employees harmless from liability of any kind or nature, including the Seller's use of any copyrighted or uncopyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
29. **ASSIGNMENT/SUBCONTRACT:** Seller will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of CCSD.
30. **PROCUREMENT ETHICS:** The Seller understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to CCSD is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of CCSD, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (§63G-6a-2404, Utah Code Annotated, 1953, as amended).
31. **CONFLICT OF TERMS:** Seller Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Seller's website, terms listed in a Seller quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. CCSD Standard Terms and Conditions; 2. CCSD Contract Signature Page(s); 3. CCSD Additional Terms and Conditions; 4. Seller Terms and Conditions.
32. **PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this PO/bid/proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least thirty (30) days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the CCSD Director of Purchasing. The District will be given the immediate benefit of any decrease in the market, or allowable discount.
33. **STATUS VERIFICATION SYSTEM:** The Seller verifies that they are in compliance with Utah Code Annotated, §63G-12-302 to verify the work eligibility of contractor's employees. The law makes it unlawful for a Utah employer to terminate a U.S. citizen and replace that individual with an undocumented worker hired after July 1, 2009. Utah Code Annotated, §63G-12-302 requires Sellers who perform physical services within the State to register and participate in a Status Verification System before entering into contracts with public employers. Contracts awarded through a request for proposal process require a clause mandating the prime and subcontractor to use an approved Status Verification System.
34. **DISPUTES:** In the event of any dispute relating to the PO, the Seller agrees to make diligent and reasonable attempts to resolve disputes through negotiations.

Revision Date: (February 17, 2023)

ATTACHMENT B

CERTIFICATION OF PROPOSAL - Solicitation RFP #CCSD-ECS041825

We have read the Cache County School District Collaborative Request for Proposal and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the Proposal requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by CCSD and the collaborative group.

We further certify that, since the receipt of this RFP, no contact, discussion, or negotiation has been made nor will be made regarding this RFP with any CCSD or collaborative group employee or Board of Education member other than the listed contact people in the RFP. We understand that any such contact could disqualify this Proposal.

We further certify that we are properly licensed to conduct business within the scope of this RFP in the State of Utah.

We certify that all schedules and addenda contained herein shall be considered part of the entire RFP response and that the complete document submitted shall be considered a legally binding document.

PROPRIETARY INFORMATION

Providers are required to mark any specific information contained in their Proposal, which is not to be disclosed to the public or used for purposes other than the evaluation of the Proposal. Pricing and service elements of the successful Proposal will not be considered proprietary. All materials become the property of CCSD and may be returned only at the District's discretion. Proposals submitted may be reviewed and evaluated by any person at the discretion of the District.

This agreement shall be between the individual entities of the Group and the successful Provider.

Agreed to by:

Company Name _____

Authorized Signature _____

Name and Title _____

Telephone _____

Date _____

ATTACHMENT C
SOLICITATION RFP #CCSD-ECS041825
PRICE SCHEDULE

Description	Price
Year 1 - Licensing Costs for; Maintenance, Support, and Virtual Training	Cache County SD _____ Logan City SD _____ Bear River Charter _____ Center for Creativity _____ Fast Forward Charter _____ In-Tech Collegiate _____ Thomas Edison Charter North _____ Thomas Edison Charter South _____
One-Time Implementation Fee	Cache County SD _____ Logan City SD _____ Bear River Charter _____ Center for Creativity _____ Fast Forward Charter _____ In-Tech Collegiate _____ Thomas Edison Charter North _____ Thomas Edison Charter South _____
Custom Configuration Costs to Interface with Current District Systems	Cache County SD _____ Logan City SD _____ Bear River Charter _____ Center for Creativity _____ Fast Forward Charter _____ In-Tech Collegiate _____ Thomas Edison Charter North _____

	Thomas Edison Charter South_____
Four (4) Face-to-Face Training Sessions, to Include all Travel and Lodging Costs	Cache County SD_____ Logan City SD _____ Bear River Charter_____ Center for Creativity_____ Fast Forward Charter_____ In-Tech Collegiate_____ Thomas Edison Charter North_____ Thomas Edison Charter South_____

Year 2 - Licensing Costs for; Maintenance, Support, and Virtual Training	Cache County SD_____ Logan City SD _____ Bear River Charter_____ Center for Creativity_____ Fast Forward Charter_____ In-Tech Collegiate_____ Thomas Edison Charter North_____ Thomas Edison Charter South_____
Year 3 - Licensing Costs for; Maintenance, Support, and Virtual Training	Cache County SD_____ Logan City SD _____ Bear River Charter_____ Center for Creativity_____ Fast Forward Charter_____ In-Tech Collegiate_____ Thomas Edison Charter North_____ Thomas Edison Charter South_____

<p>Year 4 - Licensing Costs for; Maintenance, Support, and Virtual Training</p>	<p>Cache County SD _____</p> <p>Logan City SD _____</p> <p>Bear River Charter _____</p> <p>Center for Creativity _____</p> <p>Fast Forward Charter _____</p> <p>In-Tech Collegiate _____</p> <p>Thomas Edison Charter North _____</p> <p>Thomas Edison Charter South _____</p>
<p>Year 5 - Licensing Costs for; Maintenance, Support, and Virtual Training</p>	<p>Cache County SD _____</p> <p>Logan City SD _____</p> <p>Bear River Charter _____</p> <p>Center for Creativity _____</p> <p>Fast Forward Charter _____</p> <p>In-Tech Collegiate _____</p> <p>Thomas Edison Charter North _____</p> <p>Thomas Edison Charter South _____</p>

Total Price for all Participants to be Evaluated \$ _____ -

ADDITIONAL PRICING NOT INCLUDED IN EVALUATION

Description	Price
Additional Face-to-Face Training Sessions (to include all travel and lodging costs)	Cache County SD _____
	Logan City SD _____ - _____
	Bear River Charter _____
	Center for Creativity _____ - _____
	Fast Forward Charter _____
	In-Tech Collegiate _____
	Thomas Edison Charter North _____
	Thomas Edison Charter South _____

Total Price for all Participants to be Evaluated \$ _____ -