



**REQUEST FOR PROPOSAL**  
**SECONDARY MATH CURRICULUM/TEXTBOOK ADOPTION (6-11)**  
**Solicitation #CCSD-11325-6-11**

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This Request for Proposals (RFP), having been determined to be the appropriate procurement method to provide the best value to the Cache County School District (“CCSD” or “District”).

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.

**From the issue date of this RFP until an Offeror is awarded a contract and the award is published, offerors are prohibited from any communication regarding this RFP with the RFP evaluation committee members, CCSD Board of Education members, CCSD employees, or associated individuals. Failure to comply with this requirement may result in disqualification.**

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.

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**I. PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

Cache County School District (CCSD) is seeking to adopt a comprehensive Secondary Mathematics curriculum for grades 6-11 for our 4 middle schools and 5 high schools. The goal in this adoption cycle is to provide up-to-date, research-based, relevant, and appropriate materials that will effectively support teaching and learning practices in our secondary classrooms and also offer teachers and all students greater access to relevant digital resources/tools.

Moreover, through the curriculum adoption process, the District aims to advance the Board of Education’s mission, vision, and values by:

1. **Focusing on Students:** Ensuring the curriculum provides a student-focused, equitable, and well-rounded experience that challenges and engages all learners in a safe and nurturing environment.
2. **Building Community:** Fostering collaboration among students, educators, families, and the wider community by offering resources that support shared learning goals and meaningful relationships.
3. **Developing Character:** Providing content and instructional resources that encourage the development of strong character, ethics, and integrity.
4. **Striving for Excellence:** Implementing a curriculum that supports measurable growth, progress, and achievement, and promotes a culture of excellence and lifelong learning for all students.

Request for Proposals, as defined in 63G-6a-103(72) and the procurement shall be conducted subject to the provisions of 63G-6a-701-707.5.

#### **IV. LENGTH OF CONTRACT**

The Contract resulting from this RFP will be for a period of 5 years. The contract may be renewed on an annual basis for up to five additional years if agreed upon by both parties.

CCSD reserves the right to review contract(s) on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the terms of the contract.

#### **V. TERMINATION RIGHTS**

Any agreement resulting from this RFP may be terminated, without cause, or for any reason, by CCSD upon ninety (90) 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 (90) 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 CCSD. 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.

#### **VI. PRICE GUARANTEE PERIOD**

All pricing must be guaranteed for the entire term of the contract.

#### **VII. STANDARD CONTRACT TERMS AND CONDITIONS**

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

Exceptions and additions to the 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 or not in the best interest of the District. Negotiations could result in excessive costs to the District or could adversely impact existing time constraints.

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

b. Physical Qualities

- Materials are available in electronic and hard copy formats.
- Materials include opportunities for hands-on interaction.
- Materials are presented in a way that is easy to read and implement.
- All materials can be easily updated and adapted to match the core standards without additional costs.
- Mathematical representations in diagrams, graphs, and tables are accurate and labeled correctly.
- Layout is consistent; chapters/units are arranged logically; and allow access through multiple modalities.
- Materials provide a useful table of contents, glossary, supplemental pages, and index.

c. Student Materials

- Materials contain examples, explanations, and/or online resources, with interactive format available.
- Materials should include a balance of hands-on activities, inquiry lessons, direct concept lessons, process skills instruction, and application.
- Materials explicitly attend to the specialized language of mathematics and include mathematical models.
- Materials are developmentally appropriate and engaging to students.
- Materials are free from bias in their portrayal of ethnic groups, gender, age, disabilities, cultures, religion, political affiliation, etc.
- Materials contain accommodations for students at different skill levels, multilingual learners, and cultural diversity.
- Materials provide opportunities for students to learn and show proficiency in multiple modalities.
- The materials are designed so that students attain the fluency and procedural skills required by the standards as well as developing conceptual understanding of the skills.
- Materials provide ample opportunities for students to engage with modeling problems.

d. Key Criteria for Questions and Tasks

- Scaffolds enable all students to experience rather than avoid the complexity of mathematics, software tools, curricula, and other resources designed to help students learn.
- Designed for whole-group, small-group, and individual instruction cultivates student responsibility and independence.
- Questions and tasks promote 21st-Century skills (i.e., critical thinking, problem solving, creativity and innovation, collaboration, communication, self-direction, visual learning, data and information literacy, and global and cultural awareness) as learning standards for all students across all levels.
- Tasks and assessments of student learning are designed to provide evidence of students' proficiency in the content and mathematical skills standards.
- Teacher materials include anticipated student thinking and common misconceptions, as well as suggestions for teacher responses to anticipated correct and incorrect student thinking.

### **3. Multilingual Learners**

- Materials provide appropriate levels and types of scaffolding, differentiation, intervention, and support for a broad range of learners with gradual removal of supports, when needed, to allow students to demonstrate their mathematical understanding independently.
- Materials should make it possible for students to learn math vocabulary using student-friendly definitions.
- Support for Multilingual Learners and other special populations is thoughtful and helps those students meet the same standards as all other students. The language in which problems are posed is carefully considered.
- Design of lessons attends to the needs of a variety of learners (e.g., using multiple representations, deconstructing/reconstructing the language of problems, suggestions for addressing common student difficulties).

- Digital resources/tools guaranteed accessibility at all times, unless notified.
- Digital resources/tools guaranteed uptime bug fixing policy.
- Agency has knowledgeable client support staff who are available to personally take calls and provide immediate assistance.
- Agency offers an online client community that provides collaboration and communication opportunities for sharing ideas, information, best practices, and other resources.
- Agency provides webinars, instruction videos, and online resources to provide teachers support in implementing the curriculum.
- Agency provides additional support/training when changes are made to the user interface.
- **Training for Teachers:**
  - Half day introductory/overview training on February 13, 2026.
  - Comprehensive training in August, 2026
  - Facilitated online training (live and ongoing)
  - Online modules or webinars to be accessed at any time
  - Other dates to be determined based on teachers' needs

**2. Evidence of Performance**

- Agency has a broad client base of districts of various sizes, with different requirements and unique needs.
- Agency exhibits a strong, steady client retention rate within the K-12 public school market that proves its success in providing high levels of value and service to its clients.
- Service provider can present multiple references from districts of similar size and requirements as CCSD.
- Provide the names of any other school districts and grade levels in the State of Utah using these materials. Also provide the time frames in which this curriculum was utilized.

**IX. ANTICIPATED SOLICITATION TIMELINE**

<b>Event</b>	<b>Date</b>
<b>Release RFP</b>	October 13, 2025
<b>Questions Deadline</b>	October 27, 2025-4:00pm (MDT)
<b>RFP Due</b>	November 3, 2025-1:00pm (MDT)
<b>Evaluation Period</b>	November 4, 2025 - November 14, 2025
<b>Vendor Presentations (if needed) *reserve date*</b>	November 21, 2025
<b>Final Committee Evaluation Made</b>	December 1, 2025
<b>Public Comment Period</b>	December 2, 2025 - January 6, 2026
<b>Board of Education Award of Contract</b>	January 23, 2026
<b>Contract Negotiations/Creation</b>	January 24, 2026

**X. QUESTIONS**

All questions, or clarifications regarding the solicitation shall be submitted through the Utah Public Procurement Place (U3P). <https://utah.bonfirehub.com/portal/?tab=openOpportunities> and are subject to the deadline for submitting questions before October 27, 2025, 4:00pm (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 or other error in these documents, they shall notify 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 issuance of the addenda will be five (5) days prior to the due date of the proposal.

- (1) *trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309;*
- (2) *commercial information or non-individual financial information obtained from a person if:*
  - (a) *disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
  - (b) *the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
  - (c) *the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309*
- (6) *records, the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, after the contract or grant has been awarded and signed by all parties:*
  - (a) *a bid proposal, application, or other information submitted to or by a governmental entity in response to:*
    - (ii) *a request for proposals . . .*

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must: provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the district* and include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309).

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://purchasing.utah.gov/wp-content/uploads/confidentialityclaimform.doc>

**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 include all protected information in Tab 3 of the proposal response. Any protected information incorporated in other sections of the proposal response may result in release of data at no fault of the District.

All materials submitted become the property of 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.

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.

### **XIII. PROPOSAL EVALUATION CRITERIA**

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in the proposal. All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, rules, policies and the evaluation criteria established in the RFP. The committee's scoring sheet has been provided as Attachment C.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
30%	<b>Cost</b>
35%	<b>Curricular/Design Requirements</b>
25%	<b>Digital Resources/Tools Requirements</b>
10%	<b>Professional/Service Requirements</b>

Understandability and comprehensiveness of information supplied in this RFP will affect the evaluation of the above criteria.

### **XIV. ORAL PRESENTATION AND PRODUCT DISCUSSION WITH OFFERS**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the District. However, the District may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral Presentation and Product Discussion Presentations will be made at the offeror's expense.

### **XV. SHORTLIST**

Only offerors with the minimal technical score of no less than a three (3) in any of the stated criteria below may be invited to participate in an oral presentation and product discussion. 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. Eligible offerors will receive an email invitation with instructions prior to the presentation.

- The mathematics is aligned to the learning expectations of the [P12 draft Utah Core Standards for Secondary Mathematics Core](#), including the mathematical skills.
- Material demonstrates complexity to conceptual understanding, procedural skills, fluency (accuracy, flexibility, efficiency), and application.
- Materials maintain high rigorous expectations for all students.
- Materials have targeted and comprehensive interventions and extensions.
- Materials facilitate a wide range of teacher and student activities that reflect various modalities and individual needs of students.
- Materials regularly and systematically build in the time, resources, and suggestions required for adapting instruction to allow teachers to guide all students to meet grade-level standards (e.g., alternative

## ATTACHMENT A

### CACHE COUNTY SCHOOL DISTRICT STANDARD TERMS AND CONDITIONS

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 Salt Lake City, in the Third Judicial District Court for Salt Lake 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 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.

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. **NONAPPROPRIATION 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 purchased 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.

**ATTACHMENT B**

**STANDARD STUDENT DATA PRIVACY AGREEMENT**

UT-NDPA-V1

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**AGREEMENT TYPE**

Cache County School District

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**LEA**

**and**

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**Provider**

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**Date**

The designated representative for the LEA for this DPA is:

Name: Jared Black Title: Business Administrator

Address: 84 E 2400 N North Logan, UT 84341

Phone: 435-752-3925 Email: jared.black@ccsdut.org

The designated representative for the Provider for this DPA is:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: Street, City, State

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**IN WITNESS WHEREOF**, LEA and Provider execute this DPA as of the Effective Date.

LEA [ Cache County School District ]

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

Printed Name: Jared Black Title/Position: Business Admin

Provider [ \_\_\_\_\_ ]

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

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and [Cache County School District] ("Originating LEA") which is dated [\_\_\_\_\_], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:  
Email to Send Exhibit E's

[\_\_\_\_\_]

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

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the [Cache County School District] and the Provider. \*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\*

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

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT "G"**  
**Supplemental SDPC State Terms for [State]**  
Version \_\_\_\_\_

[The State Supplement is an *optional* set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (Exhibit "H" in this proposed structure).]

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Schedule C  
 CACHE COUNTY SCHOOL DISTRICT  
 REQUEST FOR PROPOSAL  
 Committee Scoring Sheet  
 SECONDARY MATH TEXTBOOK ADOPTION  
 (Math 6-11)

Score will be assigned as follows:

- 1 = Poor, inadequate, fails to meet requirement
- 2 = Fair, only partially responsive
- 3 = Good, meets minimum requirement
- 4 = Very Good, exceeds minimum requirement
- 5 = Excellent

Criteria marked in blue indicates that a vendor must have a score of 3 or higher or they will not be considered for further evaluation.

Textbook Requirements	Points Possible
<b>I. Curricula/Design Requirements (195 points possible)</b>	
1. Utah P12 Draft Core Standards for Secondary Mathematics Alignment	
a. Instructional materials in all formats, including digital and online materials, are required to be accompanied by documentation of alignment to the P12 Draft Utah Core Standards for Secondary Mathematics.	5
2. Secondary Math Curricula	
a. Criteria for Text Selection Mathematical Content & Emphasis	
<b>i. The mathematics is aligned to the learning expectations of the draft P-12 Utah Core Standards for Secondary Mathematics Core, including the mathematical skills.</b>	5
ii. Objectives in instructional materials are clearly stated with measurable outcomes.	5
<b>iii. Material demonstrates complexity to conceptual understanding, procedural skills, fluency (accuracy, flexibility, efficiency), and application.</b>	5
iv. Materials must demonstrate authentic connections between content standards and mathematical skills.	5
v. Materials are developmentally appropriate with a balance of number sense and skill development, conceptual understanding, and mathematical processes.	5
vi. Information is mathematically accurate, represents current research in mathematics, and includes contemporary real-world applications.	5
vii. Contextual problems engage students and, where appropriate, give rise to mathematical ideas.	5
<b>ix. Materials maintain high rigorous expectations for all students.</b>	5
<b>x. Materials have comprehensive interventions and extensions.</b>	5
xi. Materials have a wide range of activities to accommodate various developmental levels at a reasonable pace and depth of coverage.	5
<b>xii. Materials facilitate a wide range of teacher and student activities that reflect various modalities and individual needs of students.</b>	5
xiii. Material includes a wide variety of pedagogical strategies for flexible grouping and instruction.	5
<b>xiv. Materials regularly and systematically build in the time, resources, and suggestions required for adapting instruction to allow teachers to guide all students to meet grade-level standards (e.g., alternative teaching approaches, pacing, instructional delivery options, anticipated student thinking, suggestions for addressing common student difficulties, remediation strategies).</b>	5
xv. Materials contain support for parents.	5
b. Physical Qualities	

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Textbook Requirements	Points Possible
<b>I. Curricula/Design Requirements (195 points possible)</b>	
iii. Questions and tasks promote 21st-Century skills (i.e., critical thinking, problem solving, creativity and innovation, collaboration, communication, self-direction, visual learning, data and information literacy, and global and cultural awareness) as learning standards for all students across all levels.	5
<b>iv. Tasks and assessments of student learning are designed to provide evidence of students' proficiency in the content and mathematical skills.</b>	5
<b>3. Multilingual Learners</b>	
a. Materials provide appropriate level and type of scaffolding, differentiation, intervention, and support for a broad range of learners with gradual removal of supports, when needed, to allow students to demonstrate their mathematical understanding independently.	5
b. Materials should make it possible for students to learn math vocabulary using student friendly definitions.	5
c. Support for Multilingual Learners and other special populations is thoughtful and helps those students meet the same standards as all other students. The language in which problems are posed is carefully considered.	5
d. Design of lessons attends to the needs of a variety of learners (e.g., using multiple representations, deconstructing/reconstructing the language of problems, suggestions for addressing common student difficulties).	5
<b>e. Materials (including digital materials) are available in other languages and/or can be edited for translation.</b>	5
<b>II. Digital Resources/Tools Requirements (95 points possible)</b>	
<b>1. Digital Criteria</b>	
a. Print materials use multimedia and technology to deepen mathematical understanding.	5
b. Robust and dynamic selection of relevant digital resources available.	5
c. Engage students in meaningful learning experiences using innovative and exciting online content and visual representations.	5
d. Digital diagnostic assessments are available to help meet individual student needs and differentiation in the classroom.	5
e. Teachers have online access to all grade levels 6-11.	5
f. Digital resources enhance and/or extend classroom instructional practices.	5
g. Digital resources provide access to individualized, applicable, and cost-effective curricular materials using vast stores of available digital content.	5
h. Digital tools regularly and systematically offer assessment opportunities that genuinely measure progress, as well as proficiency of grade level standards.	5

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Textbook Requirements	Points Possible
<b>I. Curricula/Design Requirements (195 points possible)</b>	
e. Digital resources/tools guaranteed accessibility at all times, unless notified.	5
f. Digital resources/tools guaranteed uptime bug fixing policy.	5
<b>g. Agency has knowledgeable client support staff who are available to personally take calls and provide immediate assistance.</b>	5
h. Agency offers an online client community that provides collaboration and communication opportunities for sharing ideas, information, templates, best practices, and other resources.	5
i. Agency provides webinars, instruction videos, and online resources to provide teachers support in implementing the curriculum.	5
<b>2. Evidence of Performance</b>	
a. Agency has a broad client base of districts of various sizes, with different requirements and unique needs.	5
b. Agency exhibits a strong, steady client retention rate within the K-12 public school market that proves its success in providing high levels of value and service to its clients.	5
c. Service provider can present multiple references from districts of similar size and requirements as CCSD.	5
<b>IV. Cost (150 points possible)</b>	
<b>150</b>	
<b>TOTAL EVALUATION POINTS</b>	<b>500</b>

Criteria marked in blue indicates that a vendor must have a score of 3 or higher or they will not be considered for further

## SECONDARY MATH CURRICULUM/TEXTBOOK ADOPTION (6-11)

### ATTACHMENT D

### COST PROPOSAL FORM

RFP #CCSD-11325-6-11

Cache County School District has approximately 10,015 students in grades 6-11 per year. The student population in 6-11 varies slightly each year. Student licenses need to be transferable between grades to accommodate the fluctuations in student populations.

#### COSTS:

- Cost per student license \$ \_\_\_\_\_ (5 years)
- Total cost for student licenses \$ \_\_\_\_\_ (5 years)
- Shipping and handling fees \$ \_\_\_\_\_ (5 years)
- Professional development costs \$ \_\_\_\_\_ (if not included)

Teacher resource materials will be provided by \_\_\_\_\_ students /teacher ratio.

List all materials included in basic package costs, as well as any discounts related to the number of student licenses purchased.

**Purchasing will use the following cost formula:** The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points.

The formula to compute the points is:  $\text{Cost Points} \times (2 - \text{Proposed Price} / \text{Lowest Proposed Price})$ .