



REQUEST FOR PROPOSAL

K-12 UNIFIED TWO-WAY COMMUNICATION PLATFORM

Solicitation #CCSD-060826

This Request for Proposals (RFP) has 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 that meet the minimum requirements, but it 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. CCSD will not be liable for any costs proposers may incur in the preparation or presentation of this proposal.

This RFP is issued in accordance with the 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.

I. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

Cache County School District is seeking proposals to enter into a contract with a qualified vendor for a comprehensive, district-wide two-way communication platform. The goal is to provide a unified, secure, and user-friendly system that facilitates seamless communication between staff, parents, and students while ensuring strict adherence to federal and Utah state data privacy and ADA regulations.

II. BACKGROUND

The Cache County School District is nestled between the Wellsville and Bear River Ranges in Northern Utah. With the mission “to educate students for success in a changing world,” the District has gone through significant changes since its founding in 1908. From a one-room schoolhouse to a district of nearly 20,000 students, the Cache County School District has grown alongside the valley. Cache County School District is currently composed of:

- 17 K-5 elementary schools
- Two K-5 dual-language immersion elementary schools
- Four 6-8 middle schools
- Four 9-12 high schools
- One 9-12 alternative high school

III. ISSUING OFFICE AND RFP REFERENCE NUMBER

The District’s Purchasing Department is the issuing office for this document and all subsequent addenda, on behalf of the CCSD Communications Department. The transaction reference number is Solicitation #CCSD-060826. This number must

be referenced in all proposals, correspondence, and documentation related 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 63G-6a-103(52), RFP, or Request for Proposals, as defined in 63G-6a-103(70), and the procurement shall be conducted subject to the provisions of 63G-6a-701-707.5

IV. QUESTIONS

All questions or clarifications regarding the solicitation **MUST** be submitted through the Utah Public Procurement Place Website (U3P Bonfire). <https://utah.bonfirehub.com/portal/?tab=openOpportunities> and are subject to the deadline for submitting questions, which is before June 4, 2026, 2:00 PM MDT.

Questions may be answered in the order they are submitted, or compiled into a single document and answered in an addendum. Answers disseminated by CCSD through the (U3P Bonfire) system shall serve as the official and binding position of CCSD and will constitute an addendum to this RFP.

Questions, exceptions, or notifications to CCSD of any ambiguity, inconsistency, excessively restrictive requirement, or error in this RFP **MUST** be submitted as a question through (U3P) during the Q&A period.

Questions may be answered individually or compiled into a single document. Questions may also be answered via addenda. An answered question or addenda may modify the specification or requirements of this RFP. Answered questions and addenda will be posted on (U3P).

Vendors should periodically check (U3P) for answered questions and addenda before the closing date. The vendors are responsible for submitting their proposals as required by this RFP, including any requirements in answered questions and/or addenda.

V. ADDENDA

Vendors are encouraged to periodically check the U3P Bonfire site for posted questions, answers, and addenda.

Any modification to this procurement will be made by an addendum issued by CCSD Purchasing. Addenda to this RFP may be issued for the purpose of making changes to the scope of work, scheduling, qualification requirements, criteria, weighting, or other requirements of this RFP.

After the due date and time for submitting a proposal to this RFP, at the discretion of the chief procurement officer or head of a procurement unit, addenda to this RFP may be limited to vendors that have submitted proposals, provided the addenda does not make a substantial change to this RFP that likely would have impacted the number of vendors responding to the original publication of this RFP.

Authorized and properly issued addenda shall constitute the official and binding position of CCSD.

Any response to this RFP that has, as its basis, any communications or information received from sources other than this RFP or related addenda, may be considered non-responsive and rejected at the sole discretion of CCSD.

VI. RESTRICTIONS ON COMMUNICATIONS

From the issuance of this RFP until a vendor is awarded a contract and the award is published, Vendors are prohibited from communications regarding this RFP with the conducting procurement unit staff, evaluation committee

members, CCSD board members, or other associated individuals EXCEPT the CCSD purchasing manager overseeing this RFP. Failure to comply with the requirement may result in disqualification.

VII. CONTRACT AWARD INTENT

It is anticipated that this RFP may result in a single contract award

VIII. LENGTH OF CONTRACT

The Contract resulting from this RFP will be for a period of one (1) year. The contract may be extended beyond the original contract period year-to-year for up to four (4) additional years, subject to agreement by both parties.

The District 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 term of the contract.

IX. 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.

X. PRICE GUARANTEE PERIOD

All pricing must be guaranteed for the term of the contract. 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 a price adjustment must include sufficient documentation to support the request. Any adjustment or amendment to the contract will not be effective unless approved by the Purchasing Manager. Cache County School District will benefit immediately from any decrease in the market or allowable discount.

XI. STANDARD CONTRACT TERMS AND CONDITIONS – PLEASE READ CAREFULLY

Any contract resulting from this RFP will include, but not be limited to, the Cache County School District Standard Terms and Conditions (Attachment A).

Exceptions and/or additions to the Standard Terms and Conditions are strongly discouraged. However, Vendors requesting exceptions or additions to the Standard Terms and Conditions must submit them with the proposal. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. Vendors may not submit requests for exceptions and/or additions by reference to a vendor's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Vendors may submit questions during the Q&A period regarding the Standard Terms and Conditions.

CCSD may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts of the procurement unit; to warranties, insurance, or indemnification provisions that are necessary to protect the procurement unit after consultation with the Attorney General's Office or other applicable legal counsel; where the solicitation specifically prohibits exceptions and/or additions; or that are not in the best interest of the procurement unit.

In multiple award situations, CCSD reserves the right to negotiate exceptions and/or additions to terms and conditions to achieve expeditious resolution. This process may include beginning negotiations with the Vendor with the fewest exceptions and/or additions, and concluding with the Vendor submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective upon completion of negotiations.

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

Any mandatory acceptance of a Vendor's terms and conditions may result in the proposal being deemed non-responsive.

An award resulting from this RFP is subject to the successful negotiation of contract terms and conditions (if required). CCSD, at its sole discretion, will determine when contract terms and conditions negotiations become unproductive and will result in termination of the award to that Vendor, and CCSD may move to the next eligible Vendor.

XII. DETAILED SCOPE OF WORK

Cache County School District (CCSD) is seeking a comprehensive, district-wide two-way communication platform. The proposed solution must support a 2-way, private, and secure messaging workflow for one-to-many and group communication between staff, parents, and students. The goal is to provide a unified, secure, and user-friendly system that facilitates seamless communication between staff, parents, and students while ensuring strict adherence to federal and Utah state data privacy and ADA regulations.

Mandatory Minimum Requirements

- 1. Secure Messaging Workflow:** The proposed solution must support a 2-way, private, and secure messaging workflow for one-to-many and group communication among staff, parents, and students. Real-time, private, and secure 2-way messaging with instant push notification on personal electronic devices between:
 - a. Staff and Parents: Classroom updates.
 - b. Staff and Students: Instructional support and assignment clarifications with administrative oversight.
 - c. Health Services (Nurses/Health Aides) and Parents: Direct, secure communication regarding student health events, medication, or wellness checks (HIPAA-compliant workflows required).
 - d. One-to-Many & Group Communication for:
 - i. Multiple Coaches/teachers to message entire teams/rosters.
 - ii. Drivers Ed teachers to message specific student cohorts.
 - iii. Other school-based groups (e.g., PTA, Clubs) with designated moderators.
- 2. User accessibility and experience:** The proposed solution supports all users through accessibility, non-solicitation, push notifications, and opt-in/opt-out preferences.
 - a. **ADA Accessibility:** The application meets the Utah Access to Information with Users of Disabilities requirements.
 - b. **Non-Solicitation:** Parents/guardians are not solicited by the vendor to add features.
 - c. **Push Notification System:** Push notifications for both the sender and the receiver to be used on native **iOS** and **Android** applications, so that messages are addressed in a timely manner. (Users get an instant notification of messages.)

- d. **User Choice Opt-in/Opt-out:** Clear mechanism for parents to manage their communication preferences in accordance with TCPA and Utah privacy regulations.
3. **Technical & Integration Requirements:** The proposed solution integrates with CCSD infrastructure via Clever, Google Workspace/Classroom, or ADFS.
 - a. **SIS Integration and Rostering:** Automated nightly sync with our Student Information System (SIS), currently PowerSchool, for rostering via one of the following:
 - i. Clever
 - ii. Google Workspace/Classroom
 - iii. ADFS (Active Directory Federation Services)
4. **Privacy, Security, and Utah Compliance:** The vendor meets legal compliance, security, and data privacy requirements, including FERPA, HIPAA, COPPA, SDPA, DPA, and Metadata Dictionary.
 - a. **Legal Compliance:** Full compliance with **FERPA**, **HIPAA**, and **COPPA**.
 - b. **Utah Student Data Protection Act (SDPA):** Adherence to Utah Code § 53E-9-301 et seq.
 - c. **Data Privacy Agreement (DPA):** The vendor **must** sign the **Utah Standard Student Data Privacy Agreement (DPA)** or, if current USSDPA is already active in Utah, agree to the **General Offer of Privacy Terms (Exhibit E)** to allow other Utah LEAs to participate.
 - d. **Metadata Dictionary:** Vendor must provide all data elements necessary for the District to maintain its mandated public **Metadata Dictionary** under Utah law.
5. **Administrative Oversight:** Supports a district-level dashboard to manage users, monitor communication logs for safety/compliance, and audit message history.

Preferred Features and Support

1. **Multilingual Support:** Real-time translation for non-English speaking families.
2. **Multi-Channel Fallback:** The option for SMS/Text, Email, or Web Portal delivery for users who choose not to download the native mobile application.
3. **File and Media Sharing:** Ability to attach PDFs, photos, voice clips, or links from integrated platforms like Google Drive, OneDrive, and Google Classroom.
4. **Technical Training:** Vendor to provide ongoing support and training.
5. **Mass Broadcast Capability:** The ability to send urgent "Mass Broadcast" messages to all students, parents, or staff at a specific school or district-wide, with the ability to customize and store templates (e.g., emergency alerts, snow days).
6. **HTML Email Templates:** The ability to create and send stylish HTML email templates.
7. **Current Utah Standard Student Data Privacy Agreement (DPA):** Vendor currently has a Utah Standard Student Data Privacy Agreement (DPA).

Preferred User Experience

1. **Intuitive and Ease of Use:** The application is easy to understand and use, with a quick load time.
2. **Scheduled Messages:** You can schedule messages to automatically send on a predetermined date and time.
3. **Direct and Group Chats:** Teachers can message individual parents, students, or create custom groups (like a reading group, sports team, or school club) without limits on group chat size. Groups can have multiple staff with administrative rights in the group.
4. **Consolidated Inbox:** Parents see all two-way conversations with teachers, coaches, and counselors across multiple schools with multiple children in a single, organized inbox.

Value Add Features

Vendor may provide any value-add features it feels are beneficial and fit within the broader scope of work this RFP is intended to address, such as a materials hub or an attendance integration. *Value-add features are not to be included in the cost proposal form.*

XIII. DETAILED TECHNICAL PROPOSAL RESPONSE SUBMISSION FORMAT

All proposals must include a technical proposal and a cost proposal. Formats for both documents follow:

A. Technical Proposal Format

Hard copies to include a table of contents and then tabbed by section.

This section should constitute the major portion of the proposal and must contain at least the following information: A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any proposed options or alternatives.

A specific point-by-point response, in the order listed, to each requirement in the RFP.

Tab 1. Executive Summary. The one or two-page executive summary briefly describes the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that the offeror cannot meet. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.

Tab 2. Mandatory Minimum Requirements

1. Secure Messaging Workflow
2. User Accessibility, Non-Solicitation, Push Notifications, and Opt-in/Opt-out Experience
3. Technical and Integration Requirements
4. Privacy, Security, and Utah ADA Compliance
5. Administrative Oversight

Tab 3. Preferred Features and Support

1. Multilingual Support
2. Multi-Channel Fallback
3. File and Media Sharing
4. Technical Training
5. Mass Broadcast Capability
6. HTML Email Templates
7. Current Utah Standard Student Data Privacy Agreement (DPA)

Tab 4. Preferred User Experience

1. Intuitive and Ease of Use
2. Scheduled Messages
3. Direct and Group Chats
4. Consolidated Inbox

Tab 5. Value Add Features

Vendor may provide any value-add features it feels are beneficial and fit within the broader scope of work this RFP is intended to address, such as a materials hub or an attendance integration. *Value-add features are not to be included in the cost proposal form.*

Tab 6. Company Experience and Qualifications of Key Personnel

1. Provide a narrative outlining the qualifications and history of the company as a whole. Provide an organizational chart and brief biographies of executive management.

2. Provide narratives outlining the training, education, work history, and other qualifications of the key personnel who will be assigned to the CCSD account. Please include where these individuals will be physically located during the term of the contract.
3. Indicate any subcontractors that will be utilized to fulfill any portion of the scope of work. Outline their qualifications and experience.

Tab 7. References

Provide names and contact information for three (3) client references who have utilized your software within the past three (3) years. References should be from school districts of similar or larger size.

Tab 8. Protected Information - Pricing may not be classified as confidential or protected and will be considered public information after contract award.

All protected information must be included in this section of the 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.

The Government Records Access and Management Act (GRAMA), UCA § 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information specified in UCA § 63G-2-309 (Business Confidentiality Claims);

(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 UCA § 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,...

Process for Requesting Non-Disclosure: Any Vendor requesting that a record be protected shall include with the proposal a Claim of Business Confidentiality. To protect information under a Claim of Business Confidentiality, the Vendor must complete the Claim of Business Confidentiality form with the following information:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (UCA § 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of the proposal. Copy must clearly be marked “Redacted Version.”

The Claim of Business Confidentiality form 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 if so identified, shall be considered non-responsive unless the Vendor removes the designation.

Redacted Copy: If a Vendor submits a proposal that contains information claimed to be business confidential or protected information, the Vendor must submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes, clearly marked as "Protected Business Confidential."

All materials submitted become the property of Cache County School District. Materials may be evaluated by anyone designated by the District to serve on the proposal evaluation committee. Materials submitted may be returned only at the District's option.

XIV. ANTICIPATED SOLICITATION TIMELINE

ISSUE DATE	May 29, 2026
DEADLINE FOR QUESTIONS	June 4, 2026, 2:00 PM-MDT
RESPONSES TO QUESTIONS POSTED	June 4, 2026, 2:00 PM-MDT
RFP PROPOSAL SUBMISSION DEADLINE	June 9, 2026, 2:00 PM -MDT
STAGE 1 INITIAL REVIEW MANDATORY REQUIREMENTS	June 10, 2026
STAGE 2 INITIAL PROPOSAL REVIEW	June 10 - June 18, 2026
STAGE 3 - INTERVIEW/PRESENTATION (IF NEEDED) **RESERVE THE DATE**	July 6, 2026
STAGE 4 PRICE EVALUATION	July 7 - July 8, 2026
STAGE 5 AWARD OF CONTRACT	July 10, 2026
CONTRACT START DATE	July 14, 2026
IMPLEMENTATION	July 20, 2026
SYSTEM FULLY IMPLEMENTED AND READY	August 3, 2026

B. Cost Proposal Format

The proposal must be set forth in a manner that allows the merits of the proposal to be evaluated in conjunction with the applicable cost. **Please review the Best and Final Offers section below to ensure you submit your cost proposal properly.**

XV. SUBMITTING YOUR PROPOSAL

All submitted proposals will consist of a **technical proposal** and a **cost proposal**. These documents must be kept separate.

Both Technical and Cost Proposals must be received by the posted due date of **June 9, 2026, 2:00 MDT**. Proposals received after the deadline will be late and ineligible for consideration.

The **technical proposal** shall be sealed, in **hard-copy format**, with fourteen (14) identical, tabbed and sectioned copies. The technical proposal should also have one (1) DIGITAL FLASH DRIVE OF YOUR ORIGINAL PROPOSAL, AND ALSO INCLUDE A DIGITAL REDACTED VERSION OF THE PROPOSAL (if applicable). When submitting your proposal, please allow sufficient time for delivery. The proposal should be sealed and labeled.

Cache County School District
Purchasing Department
TECHNICAL PROPOSAL
Solicitation #CCSD-060826
Attn: Karma Leatham
84 E 2400 N
North Logan, UT 84341

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

Cost will be evaluated independently of the technical proposal and, as such, will be submitted separately. Failure to submit costs separately may result in your proposal being determined non-responsive. Including any cost or pricing data in the technical proposal may also result in your proposal being deemed non-responsive.

The cost proposal (Attachment C) shall be in hard copy format, one (1) original required. When submitting your proposal, please allow sufficient time for delivery. The proposal should be sealed and labeled.

Cache County School District
Purchasing Department
COST PROPOSAL
Solicitation #CCSD-060826
Attn: Karma Leatham
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 RFP content must be protested to the purchasing agent prior to the closing date and time for proposal submission.

XVI. PROPOSAL EVALUATION CRITERIA

A qualified committee, comprising District and school administration, teachers, and parents, will evaluate proposals against the following weighted criteria. Each evaluation criterion must be addressed in detail in the proposal. All proposals in response to this RFP will be evaluated in accordance with the Utah Procurement Code, rules, policies, and the evaluation criteria established in the RFP.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA- 200 Points Possible</u>
30 pts.	Cost
100 pts.	Preferred Features and Support
70 pts.	Preferred User Experience

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

XVII. INTERVIEW AND PRESENTATIONS WITH OFFERORS

The District may award a contract based on the initial proposals received without discussion with the Offeror.

If it is determined to be in the best interest of the CCSD, interviews and presentations will be held. CCSD shall establish a date (see anticipated solicitation timeline) and shall notify eligible vendors of the procedures. Vendors invited to interviews or presentations shall be limited to those vendors meeting the shortlist requirements.

Representations made by a vendor during the interview or presentations shall be documented as an addendum to the vendor's proposal. Representations must be consistent with the vendor's original proposal and may be used only to clarify or fill gaps in it. Interviews and presentations will be at the vendor's expense.

XVIII. SHORTLIST

Unless a successful offeror is identified during the initial review of 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 pass all the mandatory minimum requirements and have a total score of no less than three (3) in any of the stated criteria on the scoring sheet. Vendors with a score lower than three (3) and not meeting the mandatory minimum requirement 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. Please note the save-the-date listed on the Anticipated Timeline.

XIX. 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:

- a. no single proposal adequately addresses all the specifications stated in the request for proposals;
- b. all proposals are unclear or deficient in one or more respects;
- c. all cost proposals exceed the identified budget or the procurement unit's available funding; or
- d. two or more proposals receive an identical evaluation score that is the highest score.

It is important to understand this to avoid the mistaken assumption that a best-and-final process will allow a vendor to "sharpen their pencil" in a subsequent phase.

XX. AWARD OF CONTRACT

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

The District 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 not to be the best value offered to the District, based on a cost benefit analysis.

CCSD reserves the right to reject any and all proposals it deems not in the best interest of the District.

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 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 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. Seller 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 (42USC 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. Seller 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. **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.
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 - TECHNICAL PROPOSAL SCORESHEET

K-12 Unified Two-Way Communication Platform

Solicitation CCSD-060826

FIRM NAME:					
EVALUATOR #					
DATE:					
	Minimum Mandatory Requirements	RFP Section	Evaluation (Pass/Fail)		
1	Supports a 2-way private and secure messaging workflow of one-to-many and group communication, and one-to-one communication between staff, parents, and students.	Tab 2			
2	Supports all users through ADA accessibility, non-solicitation, push notifications on iOS and Android, and opt-in/opt-out preferences in accordance with TCPA and Utah privacy regulations.	Tab 2			
3	Integrates with CCSD infrastructure via Clever, Google Workspace/Classroom, and ADFS.	Tab 2			
4	Meets legal compliance, security, and data privacy requirements, including FERPA, HIPAA, COPPA, SDPA, DPA, and Metadata Dictionary.	Tab 2			
5	Supports a district-level dashboard to manage users, monitor communication logs for safety/compliance, and audit message history.	Tab 2			

Score will be assigned as follows:

- 0 = Fail, the proposal fails to address the requirements or criteria described in the RFP or cannot be assessed due to missing information
- 1 = Poor, the proposal inadequately addresses the requirements or criteria described in the RFP or cannot be assessed due to incomplete information
- 2 = Unsatisfactory, the proposal addresses the requirements or criteria described in the RFP in an unsatisfactory manner
- 3 = Satisfactory, the proposal addresses all requirements or criteria described in the RFP in a minimally satisfactory manner
- 4 = Good, the proposal addresses all requirements or criteria described in the RFP and in some respects exceeds them
- 5 = Excellent, the proposal addresses and exceeds all of the requirements or criteria described in the RFP

	Scoreable Technical Criteria	RFP Section	Evaluator Score (0-5)	Criteria Weight	Points Possible	Points Earned
	PREFERRED FEATURES AND SUPPORT (100 POINTS POSSIBLE)					
1	Multilingual Support: Real-time translation for non-English speaking families.	Tab 3		4.00	20.00	
2	Multi-Channel Fallback: The option for SMS/Text, Email, or Web Portal delivery for users who choose not to download the native mobile application	Tab 3		2.00	10.00	
3	File and Media Sharing: Ability to attach PDFs, photos, voice clips, or links from integrated platforms like Google Drive, OneDrive, and Google Classroom.	Tab 3		4.00	20.00	
4	Technical Training: Ongoing support and training.	Tab 3		2.00	10.00	
5	Mass Broadcast Capability: The ability to send urgent "Mass Broadcast" messages to all students, parents, or staff at a specific school or district-wide, with the ability to customize and store templates (e.g., emergency alerts, snow days).	Tab 3		4.00	20.00	
	<i>CONTINUED ON NEXT PAGE</i>					

Scoreable Technical Criteria - Continued		RFP Section	Evaluator Score (0-5)	Criteria Weight	Points Possible	Points Earned
6	HTML Email Templates: The ability to create and send stylish HTML email templates.	Tab 3		3.00	15.00	
7	Current Utah Standard Student Data Privacy Agreement (DPA): Vendor currently has a Utah Standard Student Data Privacy Agreement (DPA).	Tab 3		1.00	5.00	
PREFERRED USER EXPERIENCE (70 POINTS POSSIBLE)						
1	Intuitive and Ease of Use: The application is easy to understand and use, with a quick load time.	Tab 4		5.00	25.00	
2	Scheduled Messages: You can schedule messages to automatically send on a predetermined date and time.	Tab 4		2.00	10.00	
3	Direct & Group Chats: Teachers can easily message individual parents, students, or create custom groups (like a reading group, sports team, or school club) without limits on group chat size. Groups can have multiple staff members with administrative rights.	Tab 3		4.00	20.00	
4	Consolidated Inbox: Parents see all two-way conversations with teachers, coaches, and counselors across multiple schools with multiple children in a single, organized inbox.	Tab 4		3.00	15.00	
Technical Criteria Points Total					170	

FOR PURCHASING DEPT ONLY

Total Evaluation Points	Percent of Total	Points Possible	Points Earned		
Total Technical Evaluation Points	70%	170.00			
Total Cost Evaluation Points	30%	30.0			
Total Evaluation Points		200.0			

ATTACHMENT C: COST PROPOSAL FORM

K-12 UNIFIED TWO-WAY COMMUNICATION PLATFORM

Cache County School District

Special Instructions:

1. If zero is entered for any cell, or if any cell is left blank, CCSD will assume that the related services are either provided at no cost or built into another cost item. If a cost category is not applicable, enter N/A.
2. Any cost not provided on this cost schedule will not be allowed into the resulting contract.
3. Do not include value ads in the cost schedule.

Offeror Information

Firm Name:

Primary Representative Name & Title:

Direct Phone:

Email:

Legal Counsel Contact:

Description	Price
Year 1 - Core subscription/maintenance. Includes licensing costs for CCSD, maintenance, support, and webinar trainings.	\$
One-time custom configuration costs to interface with district systems (if any). Includes system onboarding, environment initialization, data privacy configuration, legal sign-off, and comprehensive professional development for district administrators and key staff.	\$
Total for Year 1 and Initial Configuration	\$
Year 2 - Core subscription/maintenance. Includes licensing costs for CCSD, maintenance, support, and webinar trainings.	\$
Year 3 - Core subscription/maintenance. Includes licensing costs for CCSD, maintenance, support, and webinar trainings.	\$
Year 4 - Core subscription/maintenance. Includes licensing costs for CCSD, maintenance, support, and webinar trainings.	\$
Year 5 - Core subscription/maintenance. Includes licensing costs for CCSD, maintenance, support, and webinar trainings.	\$
Total for Years 2-5	\$
Combinded Totals (Year 1 and Years 2-5)	\$



VENDOR INFORMATION

This information is submitted for Cache County School District solicitation # CCSD-060826.

<i>Company Name</i>			
<i>Company DBA (if applicable)</i>		<i>Tax Identification Number (TIN or SSN)</i>	
<i>Ordering Address</i>		<i>City</i>	<i>State</i>
<i>Zip Code</i>			
<i>Remittance Address</i>		<i>City</i>	<i>State</i>
<i>Zip Code</i>			
<i>Email Address for Receiving POs</i>		<i>Phone Number</i>	
<i>Website</i>		<i>Primary Contact Name</i>	
<i>Primary Contact Email Address</i>		<i>Primary Contact Phone Number</i>	