

# **REQUEST FOR PROPOSALS EMERY SCHOOL DISTRICT EMERGENCY COMMUNICATIONS SOFTWARE**

This Request for Proposals (“RFP”) is issued in accordance with the Utah Procurement Code and applicable administrative rules of the Utah Administrative Rules R33. If any provision of this RFP conflicts with the Utah Procurement Code or Utah Administrative Rules, then the Utah Procurement Code or Utah Administrative Rules will take precedence. 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.

## **Purpose of this Solicitation**

The purpose of this request for proposal is to enter into a contract with a qualified contractor to provide an Emergency Communications software solution to aide district employees in emergency situations. The application must be able to monitor and alert district personnel and emergency services in the event of any active threat (fire, intruder, medical, etc.).

It is anticipated that this RFP will result in one contract award to a single contractor, although we reserve the right to contract with more than one offeror if it best meets the needs of Emery School District. Emery School District intends to award to the highest scoring, responsive and responsible Offeror meeting the stated RFP requirements, justified by Emery School District and the Utah Procurement Code.

## **Background**

ECSD covers the entire area of Emery County, Utah, and has ten (10), K-12 schools and programs servicing approximately 2,000 students and seeks a provider to offer ECSD with a comprehensive Emergency Communications software solution.

## **Questions Regarding this Solicitation**

All questions pertaining to this solicitation must be submitted electronically through the Utah Public Procurement Place (U3P) during the **Question and Answer period, which will end on April 4, 2024, 3:00 PM**. Answers from the School District will be posted on U3P. Questions may include notifying the School District of any ambiguity, inconsistency, scope exception, excessively restrictive requirement, or other errors in this RFP. Questions are encouraged.

## **Closing date and time**

Proposals must be submitted electronically, through U3P. Upload all documents in the Supplier attachments section of U3P. When submitting a proposal electronically through U3P, please allow sufficient time to complete the online forms and to upload proposal documents. The RFP will end at the deadline. If an Offeror is in the middle of uploading a proposal when the deadline arrives, the system will stop the upload process and the proposal will not be accepted by U3P, and the attempted submission will be considered late and ineligible for consideration.

Offeror acknowledges that after all documents in U3P, they must click on the link in the left-hand menu bar labeled “Review & Submit”, then check the box under the “Certification” heading to certify their bid. Then click the blue box labeled “Submit Response” in order to submit their bid.

Once the response has been submitted, Vendor will receive a confirmation that the response was successfully submitted. Vendors who fail to submit their response will not have their response reviewed and will be ineligible for further consideration under this solicitation.

The proposal closing date and time for this sourcing event is **Thursday, April 11, 2024, by 5:00 PM.** Mountain Time.

### **Length of the Contract**

The term of the contract will be for a period of five (5) years (effective July 1 2024, through June 30, 2029). Total term of the contract may not exceed five (5) years in length. At any time during the term hereof, this contract may be terminated “without cause” by either party upon sixty (60) days written notice to the other party.

### **Additional Information**

Offerors are prohibited from communications regarding this RFP with the conducting procurement unit staff, evaluation committee members, or other associated individuals EXCEPT the District's Business Administrator overseeing this RFP.

Wherever in this RFP an item is defined by using a trade name, brand name, or a manufacturer and/or model number, it is intended that the words, “or equivalent” apply; and invites the submission of equivalent products by the Offerors.

The District reserves the right to conduct discussions with the Offerors who submit proposals determined to be reasonably acceptable of being selected for award, followed by an opportunity to make best and final offers pursuant to UCA § 63G-6a-707.5, but proposals may be accepted without discussions.

### **New Technology**

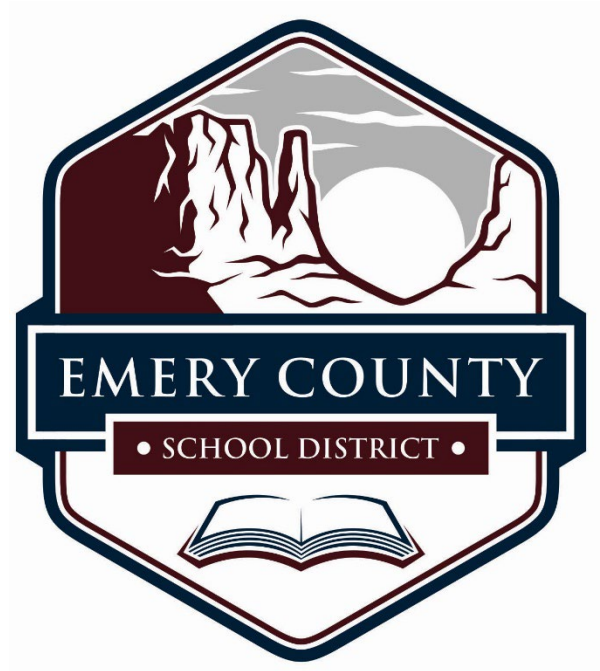
Pursuant to Utah Administrative Rule R33-12-502 the awarded contract(s) may be modified to incorporate new technology or technological upgrades associated with the procurement item being solicited, including new or upgraded: (i) systems; (ii) apparatuses; (iii) modules; (iv) components; and (v) other supplementary items. Further, a maintenance or service agreement associated with the procurement item under the resulting contract(s) may be modified to include any new technology or technological upgrades. Any contract modification incorporating new technology or technological upgrades will be specific to the procurement item being solicited and substantially within the scope of the original procurement or contract.

### **Evaluation Administrative and RFP Requirement Compliance**

Each proposal received shall be evaluated as outlined in this RFP and the Utah Procurement Code. Offerors must review each section carefully.

To determine which proposal provides the best value to the conducting procurement unit, the evaluation committee shall evaluate each responsive and responsible proposal that has not been disqualified from consideration under the provisions of Part 7 of Utah Code 63G-6a, using the criteria described in this RFP.

After the evaluation and final scoring of proposals is completed, the District shall award the contract as soon as practicable (subject to the requirements of Utah Code Section 63G-6a-708) to the eligible responsive and responsible Offeror, subject to Utah Code Section 63G-6a-709(2), provided the RFP is not canceled in accordance with Utah Code Section 63G-6a-709(2)(b).



**EMERY SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL (RFP)**

**EMERGENCY COMMUNICATIONS SOFTWARE**

# **NOTICE OF REQUEST FOR PROPOSAL**

## **1.Objective**

**Services Requested.** Emery School District (District) seeks competitive sealed proposals from qualified Offerors who can provide a comprehensive Emergency Communications software solution. The selected Offeror's solution will need to perform in accordance with all state and federal laws and District policies to provide their Solution. This Request for Proposal (RFP) is intended to cover the District's determination to partner with an Offeror to provide this comprehensive online solution. It is anticipated that the District will partner with one offeror to provide these services.

## **2.Overview of District**

**Schools and Students.** The administrative offices of the District are located in Huntington, Utah. The District operates 10 schools/programs and provides public education services to approximately 2,000 K- 12 grade students county wide. Schools in operation include the following:

- 6 Elementary Schools with Preschools
- 2 Middle Schools
- 1 Senior High School
- 1 Middle to Senior High School

## **3.Scope of Services**

**3.1 Responsibility.** The successful Offeror will assist ECSD in providing a comprehensive Emergency Communications software solution.

### **3.2 Required Items**

1. Solution needs to be district-wide licensing including local emergency responders and therefore must have the capacity to support the entire district.
2. Solution must be able to integrate with our Student Information System (SIS) which is currently Aspire. Multiple languages are encouraged to be supported.
3. Solution must have an easy to use application look and feel with a Dashboard and should be easily accessible from multiple platforms; mobile phone (Android and iPhone), tablet, PC, and Chromebook.
4. Explain the onboarding process for the school district both in regards to install and training. Provide your training models/suggestions along with extended training procedures.
5. Explain training and ongoing technical support which includes if offeror can provide 24/7/365 access.

### **3.3 Feature List**

#### **1. ALERTS**

- a. Alerts connected directly to First Responders
- b. Alerts able to notify all administrators, faculty, and staff of each school

- c. Customized alerts connected to specific teams that can later be expanded to entire staff /first responders if needed.
  - d. Ability to send alerts silently
  - e. Ability to send alerts as a Drill or as an Actual Emergency
  - f. Ability to add or subtract any type of alert to the app
  - g. Alert-specific EOPs and instructions are available to all staff and first responders
  - h. These location-based alerts may be based upon GPS coordinates
2. MAPPING SYSTEM: Live, Responsive School Floor Plans and Campus Mapping.
- a. Live interactive floor plans and campuses including every classroom, office, media center, counseling center, gym, hallway, etc.
  - b. Live map available to all administrators, faculty, staff, and first responders.
  - c. Live Incident location mapping of every staff member at each building, by room.
  - d. Live Incident, responsive parking lots, stadiums, fields, and all exterior space.
  - e. Live Incident chat communication of needs, status change, medical needs
  - f. Live Incident updates of room clearing, responsive progress with visibility on maps available to all school personnel and first responders.
3. MULTI-DIRECTIONAL CHAT AND COMMUNICATION: Ability to create chat messages during an incident at the school or district level
- a. Multi-directional direct chat communication available to local law enforcement agencies
  - b. Multi-directional direct chat communication available to local dispatch center.
  - c. Multi-directional direct chat communication available to district, school administration, faculty, and all building level staff individually or as a group.
  - d. Chat must be captured and stored; time stamped with name of individual, date, time, and location.
4. LIVE INCIDENT STATUS OF ALL PERSONNEL
- a. All school personnel must be able to provide ongoing status updates, indicating safe or unsafe and location in or outside of the building
  - b. All district personnel have access to the status of each school employee
  - c. Ability to change status from safe to unsafe or vice versa.
  - d. All above information be available to administrators, faculty, district personnel, staff, and first responders in real time.
5. TEAM ALERTS
- a. Ability to create alerts that can be sent to a specific team or individual and will not be sent to others
  - b. Team alerts can be sent silently or with alarm
  - c. Team alerts can be sent in Drill mode or as an actual incident
  - d. Multi-directional Chat and Communication is available in a team alert

- e. Real-time interactive mapping and status are available in a team alert
- 6. REPORTING: Any incident, drill, or emergency will be recorded, stored, and able to be provided as a report after the incident with the following information;
  - a. Site of the incident
  - b. Alert type
  - c. Who started and who ended the alert
  - d. Time stamp, date, and duration of the alert
  - e. Details of each members actions including; location, movement, safety status, name, time stamp of activity indicated, room status, clearing status, multi-directional chat information, additional changes and/or movement.
- 7. INTERNAL ALERTS: Solution should allow for internal (ECSD personnel only) alerts without notifying outside agencies.
- 8. REUNIFICATION DRILLS: Software must support reunification drills aligning with students' locations and appointed parent or guardian in the SIS or Aspire system.

#### **4. Additional/Alternative Services**

**4.1** Multiple Offers. The District welcomes any additional related services the Offeror wishes to provide. Such services should be clearly identified and the benefits and associated costs described. Alternative services may be offered for consideration provided they are clearly described and include an explanation of how the alternative services may meet the District's needs and objectives.

**4.2** Right to Negotiate Other Services. The District reserves the right to negotiate and amend any contract(s) awarded as a result of this solicitation to include other related services as deemed to be in the District's best interests without the need to re-issue a formal Request for Proposal for such services.

#### **5. Period of Agreement and Contract Terms**

**5.1** Contract Period. The term of the contract is anticipated to be for a period of five (5) years (**effective July 1 2024, through June 31 2029**). Total term of the contract may not exceed five (5) years in length. At any time during the term hereof, this contract may be terminated "without case" by either party upon sixth (60) days written notice to the other party.

**5.2** Contract Terms. Any contract resulting from this RFP will include but may not be limited to the District's Sample Independent Contractor Agreement (see Attachment B). Exceptions and/or additions to this contract/agreement are strongly discouraged and **MUST** be submitted with the proposal. Any exceptions or additions that materially alter the RFP process or are unreasonable (as determined in the sole discretion of the District), may cause the proposal to be rejected as being non-responsive. Website URLs, or information on website URLs must not be submitted with a proposal. URL terms/conditions provided with a proposal may result in that proposal being

rejected as non-responsive. The District retains the right and discretion to negotiate terms and conditions in the Independent Contractor Agreement. If negotiations are required, Vendor must provide all documents in MS Word format for redline editing. Vendor must provide the name, contact information, and access to the person(s) that will be directly involved in legal contract negotiations.

## **6. Evaluation Process and Criteria**

### **Stage 1: Initial Review**

In the initial phase of the evaluation process, ECSD will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements may be eliminated from further consideration.

### **Stage 2: Technical Proposal Evaluation**

Responsive proposals will be evaluated by an evaluation committee appointed by ECSD in accordance with the proposal evaluation criteria provided. The minimum score threshold required to move to Stage 3 is 60 out of 75. Offerors that achieve the minimum score threshold will proceed to Stage 3: Interviews/Demo Phase. Offerors with a score of less than the minimum required technical points will be deemed non-responsive and ineligible for further consideration.

<b>CATEGORY</b>	<b>WEIGHT</b>
Approach to Scope of Work and Requested Items	50 points possible
Solution Functionality and Ease of Use	15 points possible
Agency Qualifications, Experience, and Training	10 points possible

### **Stage 3: Interviews / Demo (if needed)**

After reviewing the technical components, ECSD may conduct interviews and/or request a demonstration of software capabilities with the Offerors scoring 60 or higher in Stage 2 to make a final decision as to which Proposal is the “best value” to ECSD. The demonstration will be presented in person at the Emery County School District office by representatives of the offeror with a limit of one hour with a date and time designated by the District’s Evaluation committee. ECSD may also select an Offeror without interviews. If conducted, these interviews will be scored using a forced ranking methodology. The Offeror that ranks first after the interviews / demonstration will receive 25 points. All Offerors overall scores and “best value” indicators will be used to select the final candidate.

### **Stage 4: Cost Phase**

Offerors successfully passing the minimum score threshold for technical proposal evaluation with 60 points or higher advances to the Cost Phase stage. During this stage, ECSD will review the submitted price proposals. For purposes of this RFP, price will be evaluated subjectively. It will be considered as a total package along with the technical criteria and other factors identified in this RFP. ECSD will make a “best value” determination that considers technical capability, pricing, and other factors identified in this RFP.

<b>CATEGORY</b>	<b>WEIGHT</b>
Cost	25 points possible

## 7. Scoring and Evaluation

Proposals will be evaluated using the following criteria:

- **75% Demonstrated Ability to Meet Scope of Work** (Technical Points)
- **25% Cost** (Price will be evaluated independently from the Detailed Technical Response and must be submitted separately. Inclusion of any cost or pricing data within the Detailed Technical Response may result in the proposal being judged as non-responsive.)
- The District will use the following **cost formula**: The points assigned to each offeror's 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. The formula to compute the points is:  $\text{Cost Points} \times (\text{Lowest Proposed Price} / \text{Proposed Price})$ .

### PROPOSAL EVALUATION FACTORS

### WEIGHTING

1. Demonstrated Ability to Meet Scope	Up to Seventy-five (75) Points
1. Comprehensive of Solution	
2. Student Accountability	
3. Solution Functionality	
4. Agency Qualifications and Experience	
5. Notification Abilities	
2. Price Proposal	Up to Twenty-Five (25) Points
TOTAL POSSIBLE POINTS	One Hundred (100) Points

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## 8. Proposal Response Format

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

### A. Technical Proposal Format

**Section 1. Executive Summary.** The one- or two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. 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. Please give us an outline of what your solution is and how it will benefit our District.

**Section 2. Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

1. 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 options or alternatives proposed.

2. Provide at least one reference that has been using the proposed product for a minimum of 2 years, and is a school district or entity of similar complexity to Emery County School District. Provide two (2) additional references from any existing customers. Include a contact name, phone, and working email address as well as how long they have used your services.
3. A specific point-by-point response, in the order listed to each item in Section 3 – Scope of Services.

**Section 3. Protected Information.** Please be advised that Utah law considers Proposal Documents as public records subject to inspection under the Governmental Records Access and Management Act (GRAMA), Utah Code Ann., §63G-2-101, et seq. Accordingly, the Proposal Documents of the successful and unsuccessful Vendors shall be open to public inspection.

In the event a Vendor desires to designate specific provisions in their Proposal Documents as protected from public disclosure under Utah law, the Vendor must: (a) submit a cover letter with the Proposal Documents specifically identifying which provisions in the Proposal Documents are claimed to be considered for business confidentiality or protected (including trade secrets or other reasons for non-disclosure under GRAMA); and (b) provide a concise statement of the reasons supporting each claimed provision of business confidentiality or protected under GRAMA. The Vendor must also submit two separate Proposals. One Proposal shall be marked as the "Redacted Version" which is available for public release and has all protected business confidential information either blacked-out or removed. The other Proposal shall be non-redacted and marked as "Protected Business Confidential." An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY" and may be considered non-responsive if marked as such.

Please note that Utah law specifically states that "pricing may not be classified as business confidential and will be considered public information" and "an entire proposal may not be designated as protected, confidential, or proprietary and shall be considered non-responsive unless the offeror removes the designation" (Utah Admin. Code, R33-7-107).

Because Utah law directly imposes on the District the legal obligation to disclose public records within limited timelines, the District cannot accept requests to notify Vendors in advance for permission prior to disclosing Proposal Documents.

**Section 4. Exceptions to Contract Terms and Conditions** – Please provide any exceptions and/or additions to the Independent Contractor Agreement (Attachment B) in this section.

#### **B. Cost Proposal Format**

The proposal must be set forth in such a way that it will allow the merits of the proposal to be evaluated subjectively in conjunction with applicable cost. It must be easy to understand all costs and what is included with the associated costs. **All costs must be included in Attachment A.** Attachment A must be submitted as the Offeror's cost for the project. Failure to fill in and upload Attachment A with your technical response will be considered non-responsive and will not be considered. Cost score will be determined by Offerors Attachment A response. (See Attachment A)

## 9. Digital and Paper Copy Submission Requirements

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and may be ineligible for consideration. Vendors must submit their Proposal electronically **through the Utah Public Procurement Place (UP3) portal.**

For the digital submission requirement, please upload a file to Utah Public Procurement Place Website that is entitled, “Technical Response,” and a file that is entitled, “Attachment A: Cost Proposal.” These files must be separate as indicated in the RFP documents. There should only be these **two (2) files** uploaded to the Utah Public Procurement Portal. You may have one additional file entitled, “Other Information” which can include information on supplemental / optional components.

**Cost will be evaluated independent from the technical proposal, and as such, is to be submitted separate from the technical proposal. Inclusion of any cost or pricing data within the technical proposal may also result in your proposal being determined non-responsive.**

NOTICE: By submitting a proposal in response to this RFP, 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 Chief Procurement Officer prior to the closing date and time for submission of the proposal.

**REQUEST FOR PROPOSALS  
EMERGENCY COMMUNICATIONS SYSTEM**

**ATTACHMENT A: SOFTWARE COST PROPOSAL FORMAT**

Your company Name

Client contact name

Address

Phone

Email

Proposal Date:

Valid Until:

**1. Software Product**

- a. Description: Brief description of the software product
- b. Quantity: Number of licenses/users, if applicable
- c. Unit Price: Price in dollars per license/unit/ or module if applicable
- d. Total: Total cost in dollars for software product

**2. Training:**

- a. Description of Training Services provided detailing groups and succession
- b. Duration: Number of hours or sessions that will be provided
- c. Rate: Indicate cost of each training or session by hour or section – preferable to have training provided to entire district as one rate and list additional training separately
- d. Total cost in dollars for training

**3. Support:**

- a. Description of support services broken out as annually or entire five-year contract.
- b. Rate of annual support fee after initial training
- c. Total cost for support

**TOTAL ONE-TIME COST:**

1. Software Product
2. Training
3. Support
4. Total of one-time costs

**ONGOING CONTRACT PRICE:**

1. Annual support fee
2. Other ongoing/annual costs
3. Total Ongoing Cost

**PAYMENT TERMS:**

As outlined in the Independent Contractor Agreement (Attachment B)

**REQUEST FOR PROPOSALS  
EMERGENCY COMMUNICATIONS SOFTWARE  
SAMPLE INDEPENDENT CONTRACTOR AGREEMENT (ICA)**

**Independent Contractor Agreement**

This Independent Contractor Agreement (“Agreement”) is entered into as of [Date] (“Effective Date”), between Emery School District (District), located at Huntington, Utah and [Contractor’s Name], located at (location).

1. **Services.** Contractor agrees to perform the services for District as outlined in Contractor’s Cost Proposal. The District reserves the right to add, change, or delete any proposed services if needed with Contractor and will be added as an addendum to the Agreement.
2. **Compensation:** In consideration for the services provided by Contractor, District agrees to pay Contractor the sum of (Compensation Amount), payable as follows and will be invoiced by Contractor:
  - Payment of 50% at time of complete delivery of software to the District.
  - Payment of 35% upon completion of training.
  - Payment of 15% upon full delivery of product, training, and implementation to District employees.
  - Completion to be signed by IT Supervisor.
3. **License and Permitted Use:** The rights to use the software will be granted to the District, County emergency personnel, and other entities/persons the District esteems necessary in an emergency incident or any other purpose the District may regard as necessary. The rights for devices will be unlimited, but contained within District approved persons. License to use software product will not be assigned or transferred to another party unless both Contractor and District agents sign an amendment to this Agreement.
4. **Updates and Support:** Contractor agrees to provide the District any and all updates, patches, and technical support when released by Contractor. If applicable, Contractor will also provide services to the District for migration of data from existing systems to updated systems/software.
5. **Independent Contractor Status:** Contractor acknowledges and agrees that they are an independent contractor and not an employee, agent, or partner of the District. Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations arising out of Contractor’s performance under this Agreement.
6. **Confidentiality.** Contractor agrees to maintain the confidentiality of any proprietary or confidential information of the District to which Contractor is exposed during the performance of services under this Agreement.
7. **Term and Termination.** This Agreement shall begin on the Effective Date and shall continue until (End Date), unless terminated earlier by either party upon 60 Day written notice. Upon termination, the District shall pay Contractor for any services rendered up to the date of termination.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matters hereof and supersedes all prior and contemporaneous agreements or communications.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

EMERY COUNTY SCHOOL DISTRICT

By:  
Name:  
Title:

CONTRACTOR'S NAME

By:  
Name:  
Title: